

Table of Contents

Agenda	6
Appeal of Board of Code Standards and Appeals Decision Declaring 1623 North Arkansas, "Unfit for Human Habitation." (District VI)	
Agenda Report No. III-1.	16
Letter to Attorney Sickmann on BCSA finding.	18
Appeal Request Letter from Attorney Sickmann	21
Public Hearing and Issuance of Industrial Revenue Bonds, Via Christi Health System. (District V)	
Agenda Report III-2.	22
Resolution No. 10-173	23
Assignment of West Hospital Sublease.	27
Assignment of West Hospital Lease	34
Public Hearing and Issuance of Industrial Revenue Bonds Bombardier Learjet. (Districts IV and V)	
Agenda Report III-3.	41
Ordinance No. 48-763.	43
Petition to approve a Community Improvement District for the WaterWalk Hotel Project, Main and Dewey. (District I)	
Agenda Report No. III-4.	48
Resolution No. 10-174	50
WW CID Petition	54
Petition to approve a Community Improvement District at Central and Oliver. (Districts I and II)	
Agenda Report No. III-5.	62
Resolution No. 10-175	64
Petition	69
Amendments to Motor Vehicle Safety Belt Use Ordinance.	
Agenda Report No. III-7.	87
Declaration of Emergency.	88
Ordinance No. 48-765.	89
Delineated Ordinance.	92
Amendments to Chapter 3.11 relating to Community Events and Creation of Chapter 3.14 relating to parades.	
Agenda Report No. III-8.	95
Ordinance No. 48-766.	97
Delineated Ordinance Amending Chapter 3.11	109
Ordinance No. 48-767.	121
Cereal Malt Beverage License for CMB sales at BlackTop Nationals all Car/Truck and Motorcycle Event and Agreement and MOU regarding disposition of CMB license after the conclusion of the event.	
Agenda Report No. III-9.	139
Agreement	140

DER2010-00006-Amendment to the Disposition Supplements
and the General Urban Renewal Plan of November 27, 1972,
for the Wichita Neighborhood Development Program Urban
Renewal Area.

Agenda Report No. III-10	142
Resolution No. 10-176	144
Exhibit A Disposition Supplements	146
Amendment to General Urban Renewal Plan- Exhibit B	148
Exhibit B-Map	150
17th/Farmview at Woodlawn Intersection Improvement. (Districts I and II)	
Agenda Report No. III-11, CIP, and Ordinance No. 48- 768	151
Map	155
2011 Proposed Operating Budget.	
Agenda Report No. III-12.	156
*Board Resolution Approving 2010 Project Based Budget.	
Agenda Report VII-1	157
Support Document - PHA Board Resolution	158
Preliminary Estimates. (See Attached)	
Preliminary Estimates XII-3a	159
47th Street South Improvement, between Meridian and Seneca. (District IV)	
Agenda Report No. XII-4a	161
Map	162
Petition to construct a Storm Water Drain in Turkey Creek 3rd Addition, north of Pawnee, east of 135th Street West. (District IV)	
Agenda Report No. XII-4b, CIP, and Resolution No. 10- 177	163
Petition and Map	167
Petition for Street Paving in Cornfield Addition, north of 55th Street South, east of Seneca. (District IV)	
Agenda Report No. XII-4c, CIP, and Resolution No. 10- 178	172
Map and Paving Petition	176
Petition for Street Paving and Sidewalks in Emerald Bay Estates 2nd Addition, north of 21st, west of West Street. (District V)	
Agenda Report No. XII-4d, CIP, and Resolution No. 10- 179	181
Map and Petition	185
Petition to pave an alley bounded by Cleveland, Indiana, 1st and 2nd Streets. (District I)	
Agenda Report No. XII-4e, CIP, and Resolution No. 10- 180	186
Map and Petition	190
(See Attached)	
XII-5a List of Statement of Costs	198

Community Events – 8th Annual Community Day. (District I)	
Agenda Report No. XII-6a	199
Community Events: Intrust Bank Arena (Celtic Woman). (District I)	
Agenda Report No. XII-6b.	200
Community Event: Intrust Bank Arena (Dave Matthews Band). (District I)	
Agenda Report No. XII-6c.	201
Community Events: Intrust Bank Arena (Rush). (District I)	
Agenda Report No. XII-6d.	202
Community Events: BlackTop Nationals Car and Bike Show. (Districts I, IV, and VI)	
Agenda Report No. XII-6e.	203
Easement Encroachment Agreement for Cornerstone II, LLC. (District V)	
Agenda Report No. XII-7a, Easement, and Exhibit A	205
Hold Harmless Agreement. (District II)	
Agenda Report No. XII-7b and Hold Harmless Agreement	209
Hold harmless Exhibit B.	213
Sign Agreement south of Kellogg, east of Webb. (District II)	
Agenda Report No. XII-07c and Agreement	216
Supplemental Agreement for Design Services for Harry and Broadway. (Districts I and II)	
Agenda Report No. XII-8a and Supplemental Agreement	221
Emergency CIP Justification Request.	224
Supplemental Agreement for Design Services for the Pawnee and Broadway Intersection. (District III)	
Agenda Report No. XII-8b and Supplemental Agreement	225
Water Utility CIP Justification Letter.	228
Agreement for Design Services for improvements to the Big Slough South, south of 47th Street South, west of I-135 Freeway. (District III)	
Agenda Report No. XII-8c, Agreement, Scope of Services and Exhibit A	229
Change Order No. 2: 21st Street North Bridge at the Little Arkansas River. (District VI)	
Agenda Report No. XII-9a and Change Order	238
Partial Acquisition of the Southeast Corner of 119th Street West and Pawnee Avenue for the 119th Street West, Pawnee Avenue to Kellogg Improvement Project (District IV)	
Agenda Report-XII-10a	242
Right of Way Acquisition at SEc Pawnee and 119th	243
Acquisition of a Temporary Construction Easement at 1303 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project. (District V)	
Agenda Report No. XII-10b	247

Tract Map, Aerial Map, & Temporary Construction Easement	248
Acquisition of a Temporary Construction Easement at 456 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project. (District V)	
Agenda Report No. XII-10c	252
Aerial Map, Tract Map, & Temporary Construction Easement	253
Partial Acquisition of 1316 West 47th Street South for the 47th Street South from Meridian to Seneca Improvement Project. (District IV)	
Agenda Report No. XII-10d	257
Real Estate Purchase Agreement, Tract Map, and Exhibit.	258
Repair or Removal of Dangerous and Unsafe Structures. (District I)	
Agenda Report No. XII-12 and Resolution Nos. 10-185 through 10-185	263
Notice of Demolition Action	270
ASR Project Financing.	
Agenda Report No. XII-13 and Resolution 10-186	290
Senior Management Report, May 2010.	
Agenda Report No. XII-14.	292
Settlement of Lawsuit.	
Agenda Report No. XII-15.	293
High Intensity Drug Trafficking Area Task Force-Funding Addendum.	
Agenda Report XII-16.	294
WPD HIDTA Addendum	295
Prisoner Reentry Program Memorandum of Agreement.	
Agenda Report No. XII-17.	296
Memorandum Of Agreement WPD	298
Memorandum of Agreement HSG.	307
Abatement of Dangerous and Unsafe Structures. (Districts I, III and VI)	
Agenda Report No. XII-18 List of Properties and Ordinance Nos. 48-769 and 48-770.	319
2011 Health Insurance Premium Discount for Employees.	
Agenda Report No. XII-19.	326
Tobacco Cessation	328
Dedication of a Temporary Construction Easement at 12002 Mickey for the 119th Street West from Kellogg to Maple Improvement Project. (District V)	
Agenda Report No. XII-20.	329
Mickey Dedication.	330
Addendum to the Memorandum of Understanding between Unified School District 259 and the City of Wichita for School Resource Officers.	
Agenda Report No. XII-21.	333

WPD MOU School Resource Officers.	334
Cultural Facilities Enhancements-Old Cowtown Museum Site Drainage and Boardwalks Construction.	
Agenda Report No. XII-22, CIP, and Resolution No. 10- 187	336
Lawrence-Dumont Stadium Lease Agreement-Second Amendment. (District IV)	
Agenda Report No. XII-23 and Amendment to Lease Agreement	339
Second Program Year Action Plan - 2009-2013 Consolidated Plan Public Services Contracts.	
Agenda Report XII-24.	342
HOME Funding Allocations and CHDO Housing Development Funding Agreements. (Districts I, III, IV, V,VI)	
Agenda Report XII-25.	344
Support Document1 - 2010 Boarded-up HOME Agreement	346
Support Document2 - Mennonite 2010 CHDO Set-Aside Contract.	374
Support Document3 - Power CDC 2010 CHDO Set- Aside Contract	402
2010 Federal Justice Assistance Grant (JAG) Memorandum of Understanding.	
Agenda Report XII-26.	430
WPD JAG MOU.	431

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. July 13, 2010

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on June 22, 2010

AWARDS AND PROCLAMATIONS

- Proclamations:
Allstate Drums Across Kansas
- Special Presentations:
Young Professionals of Wichita Recognition
Fire Fighter of the Year Award
Firehouse Magazine Heroism Award

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. William Tinker-Vickridge Homeowner Association, minor street privilege permit.
2. Cecil C. Curtis Jr.- (PULLED PER MR. CURTIS)

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

None

III. NEW COUNCIL BUSINESS

1. Appeal of Board of Code Standards and Appeals Decision Declaring 1623 North Arkansas, "Unfit for Human Habitation." (District VI)

RECOMMENDED ACTION: Uphold the decision of the Board of Code Standards Appeals declaring the house at 1623 North Arkansas as "unfit for human habitation" and ordering it to be vacated; however, modify the BCSA decision to require that the dwelling be vacated and closed (rather than demolished) until it is repaired to be fit for human occupancy (pursuant to 28.04.180(3) (a) of the City Code).

2. Public Hearing and Issuance of Industrial Revenue Bonds, Via Christi Health System. (District V)

RECOMMENDED ACTION: Approve the assignment of the Via Christi Bond Lease and Sublease.

3. Public Hearing and Issuance of Industrial Revenue Bonds Bombardier Learjet. (Districts IV and V)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed \$2,780,181.60 and authorize the necessary signatures.

4. Petition to approve a Community Improvement District for the WaterWalk Hotel Project, Main and Dewey. (District I)

RECOMMENDED ACTION: Accept the petition and adopt the resolution setting a public hearing on August 10, 2010 for consideration of the establishment of a Community Improvement District.

5. Petition to approve a Community Improvement District at Central and Oliver. (Districts I and II)

RECOMMENDED ACTION: Accept the petition and adopt the resolution setting a public hearing on August 10, 2010 for consideration of the establishment of a Community Improvement District.

6. Amend City Code Chapter 7.56, Regulating Smoking.

(PULLED PER CITY MANAGER)

7. Amendments to Motor Vehicle Safety Belt Use Ordinance.

RECOMMENDED ACTION: Declare a public emergency and adopt the ordinance on first reading to amend City of Wichita Code Section No. 11.38.285.

8. Amendments to Chapter 3.11 relating to Community Events and Creation of Chapter 3.14 relating to parades.

RECOMMENDED ACTION: Place the ordinances on first reading and authorize the necessary signatures.

9. Cereal Malt Beverage License for CMB sales at BlackTop Nationals all Car/Truck and Motorcycle Event Agreement and MOU regarding disposition of CMB license after the conclusion of the event.

RECOMMENDED ACTION: Approve the annual license for CMB sales at the BlackTop Nationals all Car/Truck and Motorcycle Event by Chris Arnold, approve the agreement and MOU providing for surrender of the annual license at the conclusion of the BTN event.

10. DER2010-00006-Amendment to the Disposition Supplements and the General Urban Renewal Plan of November 27, 1972, for the Wichita Neighborhood Development Program Urban Renewal Area.

RECOMMENDED ACTION: Close the public hearing, adopt the finding of the MAPC and adopt the resolution amending the Disposition Supplements and the General Urban Renewal Plan of November 27, 1972 for the Wichita Neighborhood Development Program Urban Renewal Area.

11. 17th/Farmview at Woodlawn Intersection Improvement. (Districts I and II)

RECOMMENDED ACTION: Approve the project, place the ordinance on first reading and authorize the necessary signatures.

12. 2011 Proposed Operating Budget.

RECOMMENDED ACTION: Receive and file the 2011 City Manager's Proposed Operating Budget and receive public comment.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

None

V. CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Summer Jackson, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

1. ***Board Resolution Approving 2010 Project Based Budget.**

RECOMMENDED ACTION: Adopt the resolution approving the Project Based Budgets and authorize the necessary signatures for submittal to HUD.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 27)

1. Report of Board of Bids and Contracts dated July 12, 2010.

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2010</u>	<u>(Consumption off Premises)</u>
Jeff Parker	Kwik Shop 714	4811 South Seneca
Jeff Parker	Kwik Shop 716	2424 West 39th Street North
Jeff Parker	Kwik Shop 722	3959 South Hydraulic
Jeff Parker	Kwik Shop 727	7107 West 37th Street North
Jeff Parker	Kwik Shop 731	710 West 29th Street North
Jeff Parker	Kwik Shop 748	2809 East Douglas
Jeff Parker	Kwik Shop 772	2750 South Oliver
<u>Renewal</u>	<u>2010</u>	<u>(Consumption on Premises)</u>
Mary Gerges	Shesha Coffee Shop, LLC*	2628 East 21st North
<u>New</u>	<u>2010</u>	<u>(Consumption on Premises)</u>
David D. Ray	El Matador Lounge**	2033 South Broadway
Chad Mullens	Tex Consolver Golf Course**	1931 South Tyler
Benjamin A Villar	Ben Villar's Mexican Restaurant*	1930 South Oliver
<u>New</u>	<u>2010</u>	<u>(Consumption off Premises)</u>
Amir Efezazi	EEI Fuel and Retail Inc	248 South Hillside
Amir Efezazi	EEI Fuel and Retail Inc	731 North Ridge Road
Cam-van Doan	D&L Enterprise dba Quickgas	5562 South Seneca

* General/Restaurant 50% or more gross revenue from sale of food.

** Tavern/Less than 50% of gross revenues from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- 47th Street South Improvement, between Meridian and Seneca. (District IV)
- Petition to construct a Storm Water Drain in Turkey Creek 3rd Addition, north of Pawnee, east of 135th Street West. (District IV)
- Petition for Street Paving in Cornfield Addition, north of 55th Street South, east of Seneca. (District IV)
- Petition for Street Paving and Sidewalks in Emerald Bay Estates 2nd Addition, north of 21st, west of West Street. (District V)
- Petition to pave an alley bounded by Cleveland, Indiana, 1st and 2nd Streets. (District I)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Statement of Costs:

- a. (See Attached)

RECOMMENDED ACTION: Approve and file.

6. Consideration of Street Closures/Uses.

- a. Community Events – 8th Annual Community Day. (District I)
- b. Community Events: Intrust Bank Arena (Celtic Woman). (District I)
- c. Community Event: Intrust Bank Arena (Dave Matthews Band). (District I)
- d. Community Events: Intrust Bank Arena (Rush). (District I)
- e. Community Events: BlackTop Nationals Car and Bike Show. (Districts I, IV, and VI)

RECOMMENDED ACTION: Approve street closure.

7. Agreements/Contracts:

- a. Easement Encroachment Agreement for Cornerstone II, LLC. (District V)
- b. Hold Harmless Agreement. (District II)
- c. Sign Agreement south of Kellogg, east of Webb. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Design Services Agreements:

- a. Supplemental Agreement for Design Services for Harry and Broadway. (Districts I and II)
- b. Supplemental Agreement for Design Services for the Pawnee and Broadway Intersection. (District III)
- c. Agreement for Design Services for improvements to the Big Slough South, south of 47th Street South, west of I-135 Freeway. (District III)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

9. Change Orders:

- a. Change Order No. 2: 21st Street North Bridge at the Little Arkansas River. (District VI)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

10. Property Acquisitions:

- a. Partial Acquisition of the Southeast Corner of 119th Street West and Pawnee Avenue for the 119th Street West, Pawnee Avenue to Kellogg Improvement Project (District IV)
- b. Acquisition of a Temporary Construction Easement at 1303 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project. (District V)
- c. Acquisition of a Temporary Construction Easement at 456 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project. (District V)
- d. Partial Acquisition of 1316 West 47th Street South for the 47th Street South from Meridian to Seneca Improvement Project. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

11. Minutes of Advisory Boards/Commissions

Wichita Public Library, May 18, 2010
Design Council, June 14, 2010
Joint Investment Committee, May 6, 2010
Wichita Employees' Retirement System, May 19, 2010
District VI Advisory Board, May 3, 2010
Wichita Historic Preservation Board, May 10, 2010
Board of Park Commissioners, May 17, 2010
Board of Park Commissioners, June 21, 2010

RECOMMENDED ACTION: Receive and file.

12. Repair or Removal of Dangerous and Unsafe Structures. (District I)

<u>Property Address</u>	<u>Council District</u>
a. 1328 North Lorraine	I
b. 1220 North Piatt	I
c. 1036 North Poplar	I
d. 1508 North Grove	I
e. 1528 North Erie	I

RECOMMENDED ACTION: Adopt the resolutions to schedule public hearings before the City Council on September 14, 2010 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

13. ASR Project Financing.

RECOMMENDED ACTION: Adopt the resolution authorizing the issuance of general obligation bonds.

14. Senior Management Report, May 2010.

RECOMMENDED ACTION: Receive and file.

15. Settlement of Lawsuit.

RECOMMENDED ACTION: Authorize payment of \$275,000 as a full settlement of all possible claims which were made or could have been made in the lawsuit.

16. High Intensity Drug Trafficking Area Task Force-Funding Addendum.

RECOMMENDED ACTION: Approve the Addendum to the 2009 Memorandum of Understanding.

17. Prisoner Reentry Program Memorandum of Agreement.

RECOMMENDED ACTION: Approve the Memorandum of Agreement with the Kansas Department of Corrections (KDOC) for delivery of services to offenders as they prepare for and after their release from KDOC facilities.

18. Abatement of Dangerous and Unsafe Structures. (Districts I, III and VI)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

19. 2011 Health Insurance Premium Discount for Employees.

RECOMMENDED ACTION: Approve a \$10 per month premium discount for eligible employees.

20. Dedication of a Temporary Construction Easement at 12002 Mickey for the 119th Street West from Kellogg to Maple Improvement Project. (District V)

RECOMMENDED ACTION: Approve the easement and authorize the necessary signatures.

21. Addendum to the Memorandum of Understanding between Unified School District 259 and the City of Wichita for School Resource Officers.

RECOMMENDED ACTION: Approve the Addendum to the Memorandum of Understanding and authorize the necessary signatures.

22. Cultural Facilities Enhancements-Old Cowtown Museum Site Drainage and Boardwalks Construction.

RECOMMENDED ACTION: Adopt the resolution, authorize the release of these funds, and authorize the necessary signatures.

23. Lawrence-Dumont Stadium Lease Agreement-Second Amendment. (District IV)

RECOMMENDED ACTION: Approve the second amendment to the lease agreement with WIB, LLC for Lawrence-Dumont Stadium and authorize the necessary signatures.

24. Second Program Year Action Plan - 2009-2013 Consolidated Plan Public Services Contracts.

RECOMMENDED ACTION: Approve the Community Development Block Grant-funded contracts for Women's Services, Summer Youth Employment and Youth Recreation and Enrichment, approve the Emergency Shelter Grant-funded contracts, and authorize the necessary signatures.

25. HOME Funding Allocations and CHDO Housing Development Funding Agreements. (Districts I, III, IV, V, VI)

RECOMMENDED ACTION: Approve the HOME funding allocations and the agreements and authorize the necessary signatures.

26. 2010 Federal Justice Assistance Grant (JAG) Memorandum of Understanding.

RECOMMENDED ACTION: Review and ratify the MOU.

27. Second Reading Ordinances: (First Read June 22, 2010)

a. (None)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council Members

SUBJECT: Appeal of Board of Code Standards and Appeals Decision Declaring 1623 N. Arkansas Unfit for Human Habitation” (District VI)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendation: Based on evidence presented, reverse, affirm (wholly or partly) or modify the decision of the Board of Code Standards and Appeals declaring the house at 1623 N. Arkansas as “unfit for human habitation.”

Background: Pursuant to Section 20.04.180 of the City Code, the Superintendent of Central Inspection may determine that a dwelling is “unfit for human habitation” if conditions exist that are dangerous or injurious to the health, welfare or safety of the dwelling occupants, to the occupants of neighboring dwellings or to other residents of the City; or if conditions exist that have a blighting influence on properties in the area. Section 20.04.180 also sets forth criteria for notice and hearing on such determination before the Board of Code Standards and Appeals (BCSA).

Upon completion of the required hearing, the BCSA is authorized by Section 20.04.180 to: (1) issue an order for repair and improvement of such dwelling within a specified time to make it fit for human habitation; (2) vacate and close such dwelling until it is made fit for human habitation; or (3) if the repair or improvement cannot be made at a cost of less than two hundred percent of the assessed value of the dwelling as recorded in the Sedgwick County assessor’s office, order such dwelling to be vacated and demolished by the owner.

Since February 1, 2010, the BCSA conducted several “unfit for human habitation” hearings on the property at 1623 N. Arkansas. After its June 7, 2010 hearing, the BCSA declared the house at 1623 N. Arkansas as “unfit for human habitation”, and ordered the owner to have the property vacated and demolished within thirty days, pursuant to Section 20.04.180(3)(b) of the City Code.

On June 10, 2010, the attorney representing the estate of Mack T. Watson filed a written appeal of the decision of the BCSA to the City Council, pursuant to Section 20.04.180(7) of the City Code.

Analysis: This single family house is the subject of ongoing Minimum Housing Code and premise condition cases, and was in Environmental Court during 2006 and 2007, prior to Mack T. Watson’s death, for both Minimum Housing Code and premise condition violations.

On February 1, 2010, the BCSA conducted an “unfit for human habitation” hearing regarding this dwelling. No one appeared to represent the estate of Mack T. Watson and/or Darren Watson (son of the deceased owner and property occupant). The BCSA issued an order directing that the house be vacated and demolished within 30 days, pursuant to Section 20.04.180 (3) of the City Code. Shortly thereafter, the attorney for the estate of Mack T. Watson, Mr. Ronald J. Sickmann, filed a written appeal of the BCSA decision, indicating he had not received notice of the February 1, 2010 BCSA hearing.

The BCSA subsequently reheard the “unfit for human habitation” case on 1623 N. Arkansas during its April 5, 2010 meeting. Both Mr. Sickmann and Darren Watson attended and testified during the April 5, 2010 hearing. As a result of the this hearing, the BCSA directed the Office of Central Inspection (OCI) to make interior and exterior inspections of the property within thirty days to verify property conditions.

Since OCI had not been contacted to arrange interior and exterior inspections as of May 3, 2010, the BCSA directed OCI to make an immediate final attempt to gain access to the structure and premise (during its regular monthly BCSA meeting). By letter dated May 6, 2010, Mr. Sickmann and/or Darren Watson were directed to contact OCI by Friday, May 14, 2010, to arrange a date and time for the interior and exterior property inspections.

On May 11, 2010, interior and exterior inspections were conducted by OCI staff. Darren Watson was present during the inspections to answer questions and to provide information about various property conditions. Upon completion of the May 11, 2010 inspection, OCI staff determined there were remaining property/code violation conditions which qualified 1623 N. Arkansas as “unfit for human habitation” per Section 20.04.180 of the City Code.

As a result of the May 11, 2010 property inspections, another “unfit for human habitation” hearing was scheduled before the BCSA. At its June 7, 2010 hearing, the BCSA heard testimony from City staff and from Mr. Sickmann. The BCSA determined that the dwelling at 1623 North Arkansas was “unfit for human habitation” due to existing dwelling conditions that were dangerous or injurious to the health, welfare or safety of the dwelling occupants, or to other neighboring dwellings or residents. Based on information about the property conditions, the BCSA ordered that the property be vacated and demolished within 30 days, pursuant to Section 20.04.180(3)(b) of the City Code. Conditions making this house “unfit for human habitation” include:

- there is no electrical service and the occupants are using a generator and running electricity through an extension cord into an outlet – the generator is not properly ventilated and carbon monoxide is backing up into the house;
- the electrical panel has had water running through it and is rusted out, and there are several splices and open wiring throughout the house;
- there is no water service and the meter has been bypassed - water cannot be left on due to leaks;
- the plumbing has been worked on by an unlicensed contractor/person - water piping is combination material (including radiator hose) and does not meet code;
- the sanitary sewer service line has blockage and does not drain properly (per evidence seen on inspection and provided by the occupant);
- both bathrooms are non-functioning (the Wichita Police Department has documented one incident of an apparent occupant dumping trash and human waste at a nearby location);
- the heating system is a boiler unit (probably pre-1950 or older) and HVAC ducts have been detached - the ducts have asbestos wrapping that is in poor condition;
- there is no gas service; and
- the ceiling in the downstairs bathroom has collapsed in half of the room.

Financial Considerations: There are no direct City costs associated with this appeal.

Goal Impact: This item impacts the Provide and Safe and Secure Community and the Support a Dynamic Code Area & Vibrant Neighborhoods goal indicators by addressing unsafe living conditions and blighting influences that are detrimental to Wichita neighborhoods.

Legal Considerations: The appellant (attorney Ronald J. Sickmann, representing the estate of Mack T. Watson) has been properly notified of the date and time of this City Council appeal hearing.

Recommendation/Action: Uphold the decision of the Board of Code Standards Appeals declaring the house at 1623 N. Arkansas as “unfit for human habitation” and ordering it to be vacated; however, modify the BCSA decision to require that the dwelling be vacated and closed (rather than demolished) until it is repaired to be fit for human occupancy (pursuant to 28.04.180(3)(a) of the City Code).

Attachments: (1): June 10, 2010 letter from Ronald J. Sickmann appealing June 7, 2010 BCSA decision; (2) June 16, 2010 letter to Ronald J. Sickmann regarding June 7, 2010 BCSA action.



Certified and Regular Mail

June 16, 2010

Estate of Mack T. Watson and Darren Watson
C/O Mr. Ronald J. Sickmann, Attorney at Law
212 N. Market, Suite 102
Wichita, Kansas 67202

***RE: Designation of House at 1623 North Arkansas as "Unfit for Habitation" –
Statement of Findings of Fact by the Board of Code Standards and Appeals***

Dear Mr. Watson:

On June 7, 2010, the Board of Code Standards and Appeals (BCSA) conducted a hearing, as authorized by Title 20, Section 20.04.180 of the Code of the City of Wichita, to determine if the dwelling at 1623 North Arkansas, which is currently occupied by Darren Watson, is "unfit for habitation". Notice of the hearing was provided as required by Section 20.04.180 of the Code of the City of Wichita.

At its hearing on June 7, 2010, the BCSA heard testimony from City staff and from you. After reviewing this matter on several occasions, the BCSA determined that the dwelling at 1623 North Arkansas in Wichita, Kansas is "unfit for habitation" due to existing structure conditions and Title 20 minimum housing code violations that are dangerous or injurious to the health, welfare or safety of the dwelling occupants and to other neighboring dwellings and residents of the City; and/or which have a blighting influence on other properties in the area. A listing of these conditions and minimum housing code violations is included with this letter.

Based on available information about the conditions the Board made a finding that the property is to be vacated and demolished within 30 days, as authorized by Section 20.04.180(3)(b) of the City Code. ***Therefore, you should take immediate action to vacate and close the house at 1623 North Arkansas, and to have the structures demolished and the premises cleaned of all debris within 30 days from the date of this letter, or by not later than July 16, 2010.***

Office of Central Inspection

City Hall • 7th Floor • 455 N. Main • Wichita, Kansas 67202-1600

T 316.268.4460 • **F** 316.268.4663

Appeals from the decision of the BCSA may be made to the Wichita City Council by requesting in writing to the City Clerk, within ten days after receiving this notice of the BCSA's decision, a hearing before the City Council.

Should you have any questions about the decision of the BCSA or the order to demolish and remove the structure, please don't hesitate to contact Deb Legge at 268-4481, or me at 268-4460.

Sincerely,

A handwritten signature in black ink, appearing to read "Kurt A. Schroeder", with a large, stylized loop at the end.

Kurt A. Schroeder
Superintendent of Central Inspection

CC: Deb Legge
Julie Irvin
Elaine Hammons
Jeff Vanzandt

Attachment – Inspection of 1623 N. Arkansas 5/11/10 Summary

INSPECTION OF 1623 N ARKANSAS 5/11/10 SUMMARY

No permits

No electrical service -using a generator and running electricity through an extension cord into an outlet. Generator is not properly ventilated and carbon monoxide is backing up into the house.

No water service -meter has been bypassed but water cannot be left on due to numerous leaks.

No gas service

Plumbing is being worked on by unlicensed person. Sewer line has blockage. Water lines are a combination material (including radiator hose) and do not meet code.

Electrical panel has had water running through it and is rusted out. There are several open splices and open wiring throughout the house.

Heating system is a boiler (possibly 1950 or older) unit and ducts have been detached. Ducts have asbestos wrapping that is in poor condition.

Both bathrooms are non-functioning in the condition they are presenting in. Ceiling in the down stairs bathroom has collapsed in half of the room.

RONALD J. SICKMANN
ATTORNEY AT LAW

212 NORTH MARKET, SUITE 102
WICHITA, KANSAS 67202

(316) 262-4266
FAX NO. (316) 263-0334

RECEIVED

JUN 11 '10

CITY CLERK OFFICE

June 10, 2010

City Clerk
City of Wichita
City Hall
455 North Main
Wichita, Kansas 67202

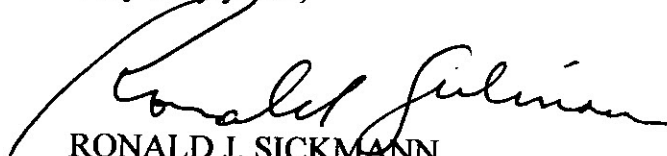
Re: Estate of Mack Watson
1623 North Arkansas, Wichita, KS

Dear Sirs:

I represent the estate of Mack Watson regarding the decision of the BCSA that the dwelling at 1623 North Arkansas is "unfit for habitation".

Pursuant to the hearing of June 7, 2010, we wish to appeal that decision and are therefore requesting a hearing before the Wichita City Council.

Very truly yours,


RONALD J. SICKMANN
Attorney at Law

/las

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Via Christi Health System) (District V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the assignment.

Background: On September 1, 2009, City Council approved the issuance of Health Care Facilities Refunding and Improvement Revenue Bonds for Via Christi Health System, Inc. (“Via Christi”) in an amount not to exceed \$155,000,000 to refund certain previously issued outstanding bonds and to finance the construction of a new acute care hospital located at the Northeast corner of 151st Street West and 21st Street North, just outside of the City’s corporate limits. Via Christi is requesting assignment of the bond lease at this time.

Analysis: Via Christi is the parent corporation of a network of regional providers of not-for-profit health care services and provides a number of different health care services throughout the region. Via Christi also owns a number of subsidiary health care operations throughout Kansas and Oklahoma and owns Preferred Health Systems, a managed care organization that provide life and health insurance.

The assignment of the lease will transfer all rights and duties under the lease from Via Christi Medical Center to Via Christi St. Teresa. The Via Christi network consists of a number of business operations; the transfer is to gain internal efficiencies.

Financial Considerations: There is no financial impact to the City by approving the assignment.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with IRB tenants is vital to the integrity of the incentive programs.

Legal Considerations: Under the terms of the Bond Lease and Sublease, Via Christi has the right to assign its interests to related parties. Triplett, Woolf & Garretson, LLC serves as the City’s Bond Counsel in this issuance and has prepared the documents needed for the assignment. The Law Department has approved the documents as to form.

Recommendations/Actions: It is recommended that the City Council approve the assignment of the Via Christi Bond Lease and Sublease.

Attachments: Resolution, Assignment of Lease, Assignment of Sublease

RESOLUTION NO. 10-173

OF

THE
GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS

CONSENTING TO THE ASSIGNMENT
OF A SUBLEASE RELATED TO

\$155,000,000
HOSPITAL FACILITIES REFUNDING AND IMPROVEMENT REVENUE BONDS
SERIES III, 2009
(VIA CHRISTI HEALTH SYSTEM, INC.)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WICHITA, KANSAS
CONSENTING TO THE ASSIGNMENT BY VIA CHRISTI
HOSPITALS WICHITA, INC. OF A CERTAIN SUBLEASE BY
AND BETWEEN THE CITY AND VIA CHRISTI HOSPITALS
WICHITA, INC., FORMERLY VIA CHRISTI REGIONAL
MEDICAL CENTER, INC., DATED AS OF SEPTEMBER 15,
2009, SUCH SUBLEASE HAVING BEEN EXECUTED IN
CONNECTION WITH THE ISSUANCE OF THE CITY'S
HOSPITAL FACILITIES REFUNDING AND IMPROVEMENT
REVENUE BONDS, SERIES III, 2009 (VIA CHRISTI HEALTH
SYSTEM, INC.).

WHEREAS, the governing body of the City of Wichita, Kansas issued its (i) Hospital Facilities Refunding and Improvement Revenue Bonds, Series III-A, 2009 (Via Christi Health System, Inc.), (ii) Hospital Facilities Variable Rate Revenue Bonds, Series III-B-1, 2009 (Via Christi Health System, Inc.), and (iii) Hospital Facilities Variable Rate Revenue Bonds, Series III-B-2, 2009 (Via Christi Health System, Inc.), in the original aggregate principal amount of \$155,000,000 on September 24, 2009 (the "Bonds"); and

WHEREAS, the Bonds were issued under a Bond Indenture dated as of September 15, 2009 (the "Bond Indenture") by and between the City of Wichita, Kansas and The Bank of New York Mellon Trust Company, N.A.; and

WHEREAS, the Bonds were issued under a Master Trust Indenture dated as of February 1, 1992, as amended (the "Master Indenture") by and between Via Christi Hospitals Wichita, Inc. (the "Medical Center"), Via Christi Rehabilitation Hospital, Inc. (the "Rehabilitation Center"), Via Christi Hospital Pittsburg, Inc. (the "Mt. Carmel Center"), Via Christi Health, Inc. (the "Health System") (collectively, the "Obligated Group" or "Obligated Group Members") and The Bank of New York Mellon Trust Company, N.A., as successor Master Trustee, whereby each Obligated Group Member jointly and severally guarantees the payment of all Obligations (as defined in the Master Indenture) designated and undertaken pursuant to the Master Indenture; and

WHEREAS, the Bonds were issued, in part, to provide a portion of the funds necessary to purchase, acquire, construct, furnish and equip a new acute care hospital facility to be located at the Northeast corner of 151st Street West and 21st Street North, just to the west of the City's existing corporate limits (the "West Hospital Facilities"); and

WHEREAS, in connection with the issuance of the Bonds, the Medical Center leased the West Hospital Facilities to the City pursuant to a Lease Agreement by and between the Medical Center, as lessor, and the City, as lessee, dated as of September 15, 2009 (the "West Hospital Lease"); and

WHEREAS, in connection with the issuance of the Bonds, the City subleased the West Hospital Facilities to the Medical Center pursuant to a Sublease and Obligation No. 4B by and between the City, as lessor, and the Medical Center, as lessee, dated as of September 15, 2009 (the “West Hospital Sublease”); and

WHEREAS, the Health System and Medical Center has found it necessary and desirable for a wholly-owned subsidiary, Via Christi Hospital Wichita St. Teresa, Inc., a Kansas not-for-profit corporation, (“St. Teresa”) to operate the West Hospital and, in connection therewith, the Medical Center shall (i) convey the West Hospital Facilities to St. Teresa, (ii) assign its rights as lessor in the West Hospital Lease to St. Teresa, and (iii) assign its duties, obligations, covenants and liabilities as lessee under the West Hospital Sublease to St. Teresa; and

WHEREAS, St. Teresa shall assume all duties, obligations, covenants and liabilities as lessee under the West Hospital Sublease and join the Obligated Group as an Obligated Group Member under the Master Indenture; and

WHEREAS, the Medical Center shall not be released from its duties, obligations, covenants and liabilities under the West Hospital Sublease and shall additionally remain bound as an Obligated Group Member under the Master Indenture; and

WHEREAS, the governing body of the City desires to provide its consent to the assignment by the Medical Center of its interests in the West Hospital Sublease to St. Teresa.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY WICHITA, KANSAS:

SECTION 1. The City hereby consents to the Medical Center’s assignment of its interests in the West Hospital Sublease to St. Teresa pursuant to Section 9.2 of said West Hospital Sublease (each as defined above).

SECTION 2. The City is hereby authorized to enter into and deliver the Consent of Issuer attached to the Assignment of West Hospital Sublease dated July 22, 2010, by and between the Medical Center and St. Teresa, under which the Medical Center shall assign all of its interest in, and St. Teresa shall assume all obligations of the Medical Center under, the West Hospital Sublease.

SECTION 3. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution (including, but not limited to, an acknowledgment of the Assignment of West Hospital Lease) and to carry out, comply with and perform the duties of the City with respect to the Assignment of West Hospital Lease and the Assignment of West Hospital Sublease, all as necessary to carry out and give effect to the transactions contemplated hereby and thereby.

SECTION 4. This Resolution shall become effective upon its approval and passage by the governing body of the City of Wichita, Kansas.

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this 13th day of July, 2010.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
Gary E. Rebenstorf, City Attorney

This Assignment of West Hospital Sublease, assigns that certain West Hospital Sublease dated as of September 15, 2009, notice of which is previously recorded with the Sedgwick County Register of Deeds on September 24, 2009, at DOC.#/FLM-PG: 29093223.

ASSIGNMENT OF WEST HOSPITAL SUBLEASE

KNOW ALL MEN BY THESE PRESENT, that:

WHEREAS, in connection with the issuance by the City of Wichita, Kansas (the “Issuer”) of its (a) \$75,000,000 principal amount of Hospital Facilities Refunding and Improvement Revenue Bonds, Series III-A, 2009 (Via Christi Health System, Inc.), (b) \$40,000,000 principal amount of Hospital Facilities Variable Rate Revenue Bonds, Series III-B-1, 2009 (Via Christi Health System, Inc.), and (c) \$40,000,000 principal amount of Hospital Facilities Variable Rate Revenue Bonds, Series III-B-2, 2009 (Via Christi Health System, Inc.) (collectively, the “2009 Bonds”), the Issuer, as lessee and Via Christi Regional Medical Center, Inc., now Via Christi Hospitals Wichita, Inc. (the “Medical Center”), as lessor, have entered into a Lease Agreement, dated as of September 15, 2009 (the “West Hospital Lease”) whereby the Medical Center has leased to the Issuer the property located in Sedgwick County, Kansas, described in Schedule I, attached hereto, as the “West Hospital Facilities”; and

WHEREAS, the West Hospital Facilities are subleased by the Issuer to the Medical Center pursuant to a Sublease and Obligation No. 4B, dated as of September 15, 2009 (the “West Hospital Sublease”); and

WHEREAS, said West Hospital Sublease is for a term beginning as of September 15, 2009 and expiring November 15, 2039 subject to earlier termination as provided therein; and

WHEREAS, the Issuer has assigned all of its right, title and interest to the West Hospital Sublease, as Sublessor, to The Bank of New York Mellon Trust Company, N.A. (the “Bond Trustee”), acting as Bond Trustee, pursuant to a certain Bond Indenture dated September 15, 2009, by and between the Issuer and the Bond Trustee, (exclusive of Issuer’s right to indemnity or payments made for deposits to its own accounts and Issuer’s rights to enforce Equal Employment Opportunity/Affirmative Action provisions and environmental provisions) for the purpose of exercising the rights and performing and carrying out the duties and obligations of the Issuer under said West Hospital Sublease to the extent that such rights and duties may be

After recording, return to:

TRIPLETT, WOOLF & GARRETSON, LLC
Attn: J. T. Klaus
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

lawfully assigned by Issuer and excepting only such rights and duties which, in the context in which they appear in said West Hospital Sublease, are capable of being exercised or performed only by the Issuer, all pursuant to an Assignment of West Hospital Lease and West Hospital Sublease recorded with the Sedgwick County Register of Deeds on September 24, 2009 at DOC.#/FLM-PG: 29093225; and

WHEREAS, the Medical Center has conveyed the West Hospital Facilities by Special Warranty Deed dated July 1, 2010 to Via Christi Hospital Wichita St. Teresa, Inc. ("St. Teresa"); and

WHEREAS, the Medical Center has assigned all right, title and interest in, to and under the West Hospital Lease, as Lessor, and St. Teresa has assumed all the covenants, duties and agreements contained in the West Hospital Lease on the part of the Medical Center as the Lessor under the West Hospital Lease to the extent such covenants arise from and after the date of such assignment and assumption.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Medical Center hereby assigns, grants, transfers, sets over and delivers all of its right, title and interest in, to and under the West Hospital Sublease, as Lessee, to St. Teresa as of the date hereof (the "Transfer Date"). St. Teresa hereby accepts such assignment and hereby agrees to assume all the covenants, duties and agreements contained in the West Hospital Sublease on the part of the Medical Center as the Lessee under the West Hospital Sublease to the extent such covenants arise from and after the Transfer Date.

Nothing herein shall be deemed to release the Medical Center of any covenants, duties, obligations or liabilities under the West Hospital Sublease. St. Teresa hereby ratifies all terms of, and in every other particular, the West Hospital Sublease. This Assignment is binding on and shall inure to the benefit of St. Teresa and its respective successors and assigns. This Assignment may be executed in multiple counterparts and all counterparts so executed shall constitute one document, even though all signatures are not contained on the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

VIA CHRISTI HOSPITALS WICHITA, INC.

By _____
Name (Printed) _____
Title _____

ATTEST:

By _____
Noreen Carrocci, Secretary

“MEDICAL CENTER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this ____ day of _____, 2010, before me, a notary public in and for said county and state, came _____ and Noreen Carrocci, _____ and Secretary, respectively, of Via Christi Hospitals Wichita, Inc., a Kansas not-for-profit corporation duly organized and existing under and by virtue of the laws of said State, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

VIA CHRISTI HOSPITAL WICHITA
ST. TERESA, INC.

By _____
Name (Printed) _____
Title _____

ATTEST:

By _____
Name (Printed) _____
Title _____ Secretary _____

“ST. TERESA”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this _____ day of _____, 2010, before me, a notary public in and for said county and state, came _____ and _____, _____ and Secretary, respectively, of Via Christi Hospital Wichita St. Teresa, Inc., a Kansas not-for-profit corporation duly organized and existing under and by virtue of the laws of said State, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

CONSENT OF ISSUER

The City of Wichita, Kansas, as authorized by Resolution _____, duly adopted by the governing body of said City, hereby consents to the above and foregoing Assignment of West Hospital Sublease by the Medical Center, of all of its right, title and interest, as sublessee, in and to a certain West Hospital Sublease dated as of September 15, 2009, by and between the City of Wichita, Kansas and Via Christi Regional Medical Center, Inc.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ___ day of _____, 2010, before me, the undersigned, a Notary Public in and for said City and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas (the “City”), who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

CONSENT AND ACKNOWLEDGEMENT OF BOND TRUSTEE

The Bank of New York Mellon Trust Company, N.A., as Bond Trustee under that certain Bond Indenture dated as of September 15, 2009 by and between the City of Wichita, Kansas and The Bank of New York Mellon Trust Company, N.A., and as assignee under that certain Assignment of West Hospital Lease and West Hospital Sublease dated September 22, 2009 by the City of Wichita, Kansas, hereby consents to and acknowledges the above and foregoing Assignment of West Hospital Sublease by the Medical Center, of all of its right, title and interest, as sublessee, in and to a certain West Hospital Sublease dated as of September 15, 2009, by and between the City of Wichita, Kansas and Via Christi Regional Medical Center, Inc.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., St. Louis, Missouri

[seal]

By _____
Name (Printed) _____
Title _____

ATTEST:

By _____
Name (Printed) _____
Title _____

“BOND TRUSTEE”

ACKNOWLEDGMENT

STATE OF MISSOURI)
)
CITY OF ST. LOUIS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said City and State, came _____ and _____, _____, respectively, of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (the “Bank”), a national banking association duly organized under the banking laws of the United States of America, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Bank, and such persons duly acknowledged the execution of the same to be the act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

SCHEDULE I

THE WEST HOSPITAL FACILITIES

1. The following described real estate located in Sedgwick County, Kansas, to wit:

That part of Lot 1, Block A, Via Christi-West Campus Addition, Sedgwick County, Kansas, described as follows: Commencing at the most westerly corner common to said Lot 1 and Reserve "A" in said Via Christi-West Campus Addition; thence northwesterly along the south line of said Lot 1, being a curve to the left, through a central angle of 40°11'24" and having a radius of 393.49 feet, an arc distance of 276.01 feet, (having a chord length of 270.39 feet bearing N51°18'03"W), to the point of tangency of said curve; thence N71°23'45"W along the south line of said Lot 1, 408.66 feet; thence N18°36'16"E, 162.36 feet; thence N71°23'44"W, 213.00 feet for a point of beginning; thence N18°36'16"E, 93.00 feet; thence S71°23'44"E, 110.02 feet; thence N18°36'15"E, 15.64 feet; thence S71°23'45"E parallel with the south line of said Lot 1, 306.00 feet; thence N18°36'15"E, 297.77 feet; thence N71°23'45"W parallel with the south line of said Lot 1, 901.00 feet; thence S63°36'15"W, 212.13 feet; thence S18°36'15"W, 434.48 feet to a point on the south line of said Lot 1, said south line being a curve to the right; thence easterly along said curve, through a central angle of 18°18'48" and having a radius of 310.00 feet, an arc distance of 99.09 feet, (having a chord length of 98.66 feet bearing S80°33'09"E), to the point of tangency of said curve; thence S71°23'45"E along the south line of said Lot 1, 533.09 feet; thence N18°36'15"E, 88.00 feet; thence S71°23'45"E parallel with the south line of said Lot 1, 2.00 feet; thence N18°36'15"E, 42.50 feet; thence S71°23'45"E parallel with the south line of said Lot 1, 2.48 feet; thence N18°36'16"E, 31.86 feet to the point of beginning.

2. The 2009 Project

The 2009 Project consists of the following described capital projects to be carried out by the Medical Center in accordance with the provisions of the Bond Indenture and this West Hospital Lease:

A hospital located at 21st Street North and 151st Street West including adjacent parking, all furniture, equipment and fixtures to be located therein and thereon and all necessary appurtenances thereto and ancillary improvements and associated property.

In addition, the 2009 Project shall include such additional or subsequent capital projects as may be set forth in certificates executed on behalf of the Obligated Group Representative and delivered to the Bond Trustee from time to time in accordance with the provisions of the Bond Indenture and this West Hospital Lease.

This Assignment of West Hospital Lease, assigns that certain West Hospital Lease dated as of September 15, 2009, notice of which is previously recorded with the Sedgwick County Register of Deeds on September 24, 2009, at DOC.#/FLM-PG: 29093223.

ASSIGNMENT OF WEST HOSPITAL LEASE

KNOW ALL MEN BY THESE PRESENT, that:

WHEREAS, in connection with the issuance by the City of Wichita, Kansas (the "Issuer") of its (a) \$75,000,000 principal amount of Hospital Facilities Refunding and Improvement Revenue Bonds, Series III-A, 2009 (Via Christi Health System, Inc.), (b) \$40,000,000 principal amount of Hospital Facilities Variable Rate Revenue Bonds, Series III-B-1, 2009 (Via Christi Health System, Inc.), and (c) \$40,000,000 principal amount of Hospital Facilities Variable Rate Revenue Bonds, Series III-B-2, 2009 (Via Christi Health System, Inc.) (collectively, the "2009 Bonds"), the Issuer, as lessee and Via Christi Regional Medical Center, Inc., now Via Christi Hospitals Wichita, Inc. (the "Medical Center"), as lessor, have entered into a Lease Agreement, dated as of September 15, 2009 (the "West Hospital Lease") whereby the Medical Center has leased to the Issuer the property located in Sedgwick County, Kansas, described in Schedule I, attached hereto, as the "West Hospital Facilities"; and

WHEREAS, said West Hospital Lease is for a term beginning as of September 15, 2009 and expiring November 15, 2039 subject to earlier termination as provided therein; and

WHEREAS, the Medical Center has conveyed the West Hospital Facilities by Warranty Deed dated July 1, 2010 to Via Christi Hospital Wichita St. Teresa, Inc. ("St. Teresa").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Medical Center hereby assigns, grants, transfers, sets over and delivers all of its right, title and interest in, to and under the West Hospital Lease to St. Teresa as of the date hereof (the "Transfer Date"). St. Teresa hereby accepts such assignment and hereby agrees to assume all the covenants, duties and agreements contained in the West Hospital Lease on the part of the Medical Center as the lessor under the West Hospital Lease to the extent such covenants arise from and after the Transfer Date.

After recording, return to:

J. T. Klaus
Triplett, Woolf & Garretson, LLC
2959 N. Rock Road, Suite 300
Wichita, Kansas 67226
Telephone: (316) 630-8100

This Assignment is binding on and shall inure to the benefit of the Medical Center and St. Teresa and their respective successors and assigns. This Assignment may be executed in multiple counterparts and all counterparts so executed shall constitute one document, even though all signatures are not contained on the same counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

VIA CHRISTI HOSPITALS WICHITA, INC.

By _____
Name (Printed) _____
Title _____

ATTEST:

By _____
Noreen Carrocci, Secretary

“MEDICAL CENTER”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this ____ day of _____, 2010, before me, a notary public in and for said county and state, came _____ and Noreen Carrocci, _____ and Secretary, respectively, of Via Christi Hospitals Wichita, Inc., a Kansas not-for-profit corporation duly organized and existing under and by virtue of the laws of said State, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

VIA CHRISTI HOSPITAL WICHITA
ST. TERESA, INC.

By _____
Name (Printed) _____
Title _____

ATTEST:

By _____
Name (Printed) _____
Title _____ Secretary _____

“ST. TERESA”

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this ____ day of _____, 2010, before me, a notary public in and for said county and state, came _____ and _____, _____ and Secretary, respectively, of Via Christi Hospital Wichita St. Teresa, Inc., a Kansas not-for-profit corporation duly organized and existing under and by virtue of the laws of said State, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

ACKNOWLEDGEMENT OF ISSUER

The City of Wichita, Kansas, as authorized by Resolution _____, duly adopted by the governing body of said City, hereby acknowledges the above and foregoing Assignment of West Hospital Lease by the Medical Center, of all of its right, title and interest, as lessor, in and to a certain West Hospital Lease dated as of September 15, 2009, by and between the City of Wichita, Kansas and Via Christi Regional Medical Center, Inc.

CITY OF WICHITA, KANSAS

[seal]

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

“ISSUER”

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said County and State, came Carl Brewer and Karen Sublett, Mayor and City Clerk, respectively, of the City of Wichita, Kansas (the “City”), who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

CONSENT AND ACKNOWLEDGEMENT OF BOND TRUSTEE

The Bank of New York Mellon Trust Company, N.A., as Bond Trustee under that certain Bond Indenture dated as of September 15, 2009 by and between the City of Wichita, Kansas and The Bank of New York Mellon Trust Company, N.A., and as assignee under that certain Assignment of West Hospital Lease and West Hospital Sublease dated September 22, 2009 by the City of Wichita, Kansas, hereby consents to and acknowledges the above and foregoing Assignment of West Hospital Lease by the Medical Center, of all of its right, title and interest, as lessor, in and to a certain West Hospital Lease dated as of September 15, 2009, by and between the City of Wichita, Kansas and Via Christi Regional Medical Center, Inc.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., St. Louis, Missouri

[seal]

By _____
Name (Printed) _____
Title _____

ATTEST:

By _____
Name (Printed) _____
Title _____

“BOND TRUSTEE”

ACKNOWLEDGMENT

STATE OF MISSOURI)
)
CITY OF ST. LOUIS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said City and State, came _____, and _____, _____, of The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (the “Bank”), a national banking association duly organized under the banking laws of the United States of America, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Bank, and such persons duly acknowledged the execution of the same to be the act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

SCHEDULE I

THE WEST HOSPITAL FACILITIES

1. The following described real estate located in Sedgwick County, Kansas, to wit:

That part of Lot 1, Block A, Via Christi-West Campus Addition, Sedgwick County, Kansas, described as follows: Commencing at the most westerly corner common to said Lot 1 and Reserve "A" in said Via Christi-West Campus Addition; thence northwesterly along the south line of said Lot 1, being a curve to the left, through a central angle of 40°11'24" and having a radius of 393.49 feet, an arc distance of 276.01 feet, (having a chord length of 270.39 feet bearing N51°18'03"W), to the point of tangency of said curve; thence N71°23'45"W along the south line of said Lot 1, 408.66 feet; thence N18°36'16"E, 162.36 feet; thence N71°23'44"W, 213.00 feet for a point of beginning; thence N18°36'16"E, 93.00 feet; thence S71°23'44"E, 110.02 feet; thence N18°36'15"E, 15.64 feet; thence S71°23'45"E parallel with the south line of said Lot 1, 306.00 feet; thence N18°36'15"E, 297.77 feet; thence N71°23'45"W parallel with the south line of said Lot 1, 901.00 feet; thence S63°36'15"W, 212.13 feet; thence S18°36'15"W, 434.48 feet to a point on the south line of said Lot 1, said south line being a curve to the right; thence easterly along said curve, through a central angle of 18°18'48" and having a radius of 310.00 feet, an arc distance of 99.09 feet, (having a chord length of 98.66 feet bearing S80°33'09"E), to the point of tangency of said curve; thence S71°23'45"E along the south line of said Lot 1, 533.09 feet; thence N18°36'15"E, 88.00 feet; thence S71°23'45"E parallel with the south line of said Lot 1, 2.00 feet; thence N18°36'15"E, 42.50 feet; thence S71°23'45"E parallel with the south line of said Lot 1, 2.48 feet; thence N18°36'16"E, 31.86 feet to the point of beginning.

2. The 2009 Project

The 2009 Project consists of the following described capital projects to be carried out in accordance with the provisions of the Bond Indenture and this West Hospital Lease:

A hospital located at 21st Street North and 151st Street West including adjacent parking, all furniture, equipment and fixtures to be located therein and thereon and all necessary appurtenances thereto and ancillary improvements and associated property.

In addition, the 2009 Project shall include such additional or subsequent capital projects as may be set forth in certificates executed on behalf of the Obligated Group Representative and delivered to the Bond Trustee from time to time in accordance with the provisions of the Bond Indenture and this West Hospital Lease.

**City of Wichita
City Council Meeting
July 13, 2010**

TO: Mayor and City Council

SUBJECT: Public Hearing and Issuance of Industrial Revenue Bonds (Bombardier Learjet)
(Districts IV and V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On November 6, 2007, the City Council approved a Letter of Intent for Industrial Revenue Bonds (“IRBs”) in an amount not-to-exceed \$79,188,000 for Bombardier Learjet (“Learjet”) to finance the expansion and modernization of its aircraft manufacturing plant located at Mid-Continent Airport in west Wichita. The City Council also approved a 100% five-plus-five year property tax abatement on bond-financed property.

The City Council has approved a number of annual IRB issues for Learjet; in 2008, Learjet began requesting biannual issues. On December 8, 2009, the City Council approved issuance of \$4,900,000 to finance capital improvements made in the second half of 2009. Learjet is requesting issuance of IRBs in the amount of \$2,780,181.60 to finance its capital investments for the first half of 2010.

Analysis: Learjet is a wholly owned subsidiary of Bombardier, Inc. (“Bombardier”), a Canadian corporation headquartered in Montreal, Quebec, Canada. Bombardier is engaged in the design, development, manufacturing and marketing of transportation equipment, aerospace and defense products. Learjet is a member of the Bombardier Aerospace Group. Learjet is engaged in the manufacture and sales of business jet aircraft including the Learjet 40, the Learjet 60, the Learjet 45, and the newest model, the Learjet 85. Learjet’s principal manufacturing facilities, corporate and marketing offices and the Bombardier Flight Test Center are located at One Learjet Way on Mid-Continent Airport. Proceeds from the bonds will be used to finance capital investments made by Learjet in the first half of 2010 to expand and equip manufacturing and flight test facilities.

The law firm of Kutak Rock, LLP serves as bond counsel in the transaction. Learjet Inc. will purchase the bonds; bonds will not be offered to the public. Learjet has complied with the Standard Conditions contained in the City’s IRB Policy.

Financial Considerations: Bombardier Learjet agrees to pay all costs of issuing the bonds and agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds. The City Council has approved a 100% tax abatement of ad valorem property taxes on the expansion project. Bond-financed purchases are also exempt from state and local sales tax. Based on the 2009 mill levy, the estimated tax value of exempted real property for the first full year is approximately \$4,514. This is based on estimated real property improvements of approximately \$150,000. The value of a 100% real property tax exemption as applicable to taxing jurisdictions is:

City	\$	1,205	State	\$	56
County	\$	1,120	USD 259	\$	2,132

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects costs/benefit ratios as follows:

City	19.62 to one
County	33.05 to one
USD 259	1.00 to one
State	48.09 to one

Goal Impact: Economic Vitality and Affordable Living. Providing tax abatements to manufacturing businesses helps stabilize the economic base of the community and ensures a steady supply of quality jobs.

Legal Considerations: The City's bond counsel has prepared documents needed for the issuance of bonds. The City Attorney's Office will review and approve as to form the bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for Learjet, Inc. in the amount not-to-exceed \$2,780,181.60, and authorize necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 48-763

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,780,181.60 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE INSTALLATION OF IMPROVEMENTS TO CERTAIN EXISTING AVIATION MANUFACTURING AND FLIGHT TESTING FACILITIES AS WELL AS TO FINANCE THE ACQUISITION OF CERTAIN MACHINERY AND EQUIPMENT FOR SUCH FACILITIES LOCATED IN THE CITY OF WICHITA, KANSAS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A SEVENTEENTH SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., ST. LOUIS, MISSOURI (THE "TRUSTEE"), AS TRUSTEE WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A SEVENTEENTH SUPPLEMENTAL LEASE BY AND BETWEEN LEARJET INC. AND THE CITY; APPROVING THE FORM OF A GUARANTY AGREEMENT; AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND LEARJET INC., AS PURCHASER OF THE BONDS.

WHEREAS, the City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), to acquire, purchase, construct, install and equip certain improvements and additions (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any persons, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities and to refund such revenue bonds previously issued; and

WHEREAS, pursuant to the Act, the Issuer's Governing Body has heretofore: (1) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed \$86,000,000, pursuant to a Letter of Intent dated September 10, 1996; and (2) expressed its intent to issue Taxable Industrial Revenue Bonds (Learjet Inc.), in the original aggregate principal amount not to exceed an additional \$79,188,000, pursuant to a Letter of Intent dated November 16, 2007 (collectively, the "Letter of Intent"); all for the purpose of paying the cost of constructing, installing and equipping an expansion and improvements to existing aviation manufacturing and flight testing facilities (the "Project"); and

WHEREAS, pursuant to various ordinances of the Issuer, the Issuer has heretofore authorized the issuance of sixteen series of such taxable industrial revenue bonds, in the original aggregate principal amount of \$103,666,477.18 (the "Outstanding Bonds"), for the purpose of constructing, equipping and installing portions of the Project; and

WHEREAS, in connection with the issuance of the Outstanding Bonds, the Issuer has heretofore authorized (i) the execution and delivery of a Trust Indenture dated as of

December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Seventeenth Supplemental Indenture (collectively, the “Indenture”) with The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (as successor to INTRUST Bank, N.A., Wichita, Kansas), as trustee (the “Trustee”), for the purpose of issuing and securing the Outstanding Bonds and any Additional Bonds (as defined therein), and (ii) the execution and delivery of a Lease Agreement dated as of December 1, 1996, as supplemented and amended from time to time in accordance with the provisions thereof and together with the herein authorized and defined Seventeenth Supplemental Lease (collectively, the “Lease”), by and between the Issuer, as lessor, and Learjet Inc., a Delaware corporation duly qualified to do business in the State of Kansas (the “Tenant”), as lessee, under which the proceeds of the Outstanding Bonds were used to pay a portion of the costs of the Project; and

WHEREAS, the Issuer has heretofore and does hereby find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue a seventeenth series of its taxable industrial revenue bonds to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IV, 2010 (Learjet Inc.)” in the original aggregate principal amount not to exceed \$2,780,181.60 (the “Series IV, 2010 Bonds”), for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities, as well as to acquire certain machinery and equipment for the Project (the “Series IV, 2010 Additions”); and

WHEREAS, the Series IV, 2010 Bonds are more fully described in the Seventeenth Supplemental Indenture and the Seventeenth Supplemental Lease hereinafter authorized; and

WHEREAS, the Series IV, 2010 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer, nor shall any Series IV, 2010 Bond or the interest thereon be a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Series IV, 2010 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease, as the same may be further amended and supplemented and, under certain circumstances, from the proceeds of the Series IV, 2010 Bonds and insurance and condemnation awards; and

WHEREAS, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the Series IV, 2010 Bonds (i) to execute and deliver a Seventeenth Supplemental Trust Indenture dated as of July 1, 2010 (the “Seventeenth Supplemental Indenture”), for the purpose of issuing and securing the Series IV, 2010 Bonds as provided therein; and (ii) to enter into a Seventeenth Supplemental Lease dated as of July 1, 2010 (the “Seventeenth Supplemental Lease”), pursuant to which the Issuer shall cause the Series IV, 2010 Additions to be leased to the Tenant in consideration of payments of Series IV, 2010 Supplemental Basic Rent, Series IV, 2010 Supplemental Additional Rent and other charges provided for therein; and

WHEREAS, the Series IV, 2010 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds (collectively referred to hereinafter as the “Bonds”) subject to any partial redemption or release of pledged property permitted by the Lease or Indenture.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and Lease.

Section 2. Authority to Cause the Series IV, 2010 Additions to be Constructed, Installed and Equipped. The governing body of the Issuer hereby declares that the Series IV, 2010 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, and the Issuer is hereby authorized to cause the Series IV, 2010 Additions to be constructed, installed and equipped all in the manner and as more particularly described in the Seventeenth Supplemental Indenture and in the Seventeenth Supplemental Lease hereinafter authorized.

Section 3. Authorization of and Security for the Series IV, 2010 Bonds. There is hereby authorized and directed to be issued a series of the Issuer’s taxable industrial revenue bonds in an original aggregate principal amount not to exceed \$2,780,181.60 for the purpose of installing the improvements to certain existing aviation manufacturing and flight testing facilities and additions, as well as acquiring certain machinery and equipment to the existing facilities located in the City of Wichita, Kansas, such series of such taxable industrial revenue bonds to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IV, 2010 (Learjet Inc.).” The Series IV, 2010 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The Series IV, 2010 Bonds shall be equally and ratably secured and on a parity with the Outstanding Bonds and any Additional Bonds, subject to any partial redemption or release of pledged property permitted by the Lease or Indenture. The Series IV, 2010 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The Series IV, 2010 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The Series IV, 2010 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

Section 4. Authorization of Seventeenth Supplemental Indenture. The Issuer is hereby authorized to enter into the Seventeenth Supplemental Trust Indenture dated as of July 1, 2010 (the “Seventeenth Supplemental Indenture”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee (the “Trustee”), under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, the Trust Estate referenced herein, all upon the terms and conditions set forth in the Indenture.

Section 5. Lease of the Series IV, 2010 Additions. The Issuer shall cause the Series IV 2010 Additions to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Seventeenth Supplemental Lease dated as of July 1, 2010 (the Seventeenth Supplemental Lease”), by and between the Issuer and the Tenant.

Section 6. Authorization of Bond Purchase Agreement. The Series IV, 2010 Bonds shall be sold and delivered to Learjet Inc., upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized dated as of July 1, 2010 (the “Bond Purchase Agreement”), by and between the Issuer and Learjet Inc., as purchaser.

Section 7. Approval of Guaranty Agreement. The form of Guaranty Agreement, dated as of July 1, 2010, pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the Series IV, 2010 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the Series IV, 2010 Bonds, is hereby approved.

Section 8. Execution of Series IV, 2010 Bonds and Agreements. The Mayor of the Issuer is hereby authorized and directed to execute the Series IV, 2010 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Seventeenth Supplemental Indenture, the Seventeenth Supplemental Lease and the Bond Purchase Agreement for and on behalf of and as the act and deed of the Issuer with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve (which approval shall be evidenced by his or her execution thereof) and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the Issuer are hereby authorized and directed to attest the execution of the Series IV, 2010 Bonds, the Seventeenth Supplemental Indenture, the Seventeenth Supplemental Lease and the Bond Purchase Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. Pledge of the Project. The Issuer hereby pledges the Series IV, 2010 Additions and the net revenues therefrom to the payment of the Outstanding Bonds in accordance with K.S.A. 12-1744. The lien created by such pledge shall be discharged when all of the Series IV, 2010 Bonds shall be deemed to have been paid within the meaning of the Indenture, as the same may be amended.

Section 10. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Series IV, 2010 Bonds, the Seventeenth Supplemental Indenture, the Seventeenth Supplemental Lease and the Bond Purchase Agreement all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 11. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City of Wichita, Kansas and publication once in the official newspaper of the Issuer.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on July 20th, 2010.

CITY OF WICHITA, KANSAS,
as Issuer

By: _____
Carl Brewer
Mayor

ATTEST:

By: _____
Karen Sublett
City Clerk

Approved as to form:

By: _____
Gary E. Rebenstorf
City Attorney

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Petition to approve a Community Improvement District for the WaterWalk Hotel Project, Main and Dewey. (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

.....

Recommendation: Accept the petition and adopt the resolution setting a public hearing for consideration of the establishment of a Community Improvement District.

Background: In 2009, the Kansas Legislature enacted, and the Governor signed into law, the Community Improvement District Act (CID Act), which allows property owners to petition cities or counties to create districts in which certain special taxes are imposed and the resulting revenue used to fund certain public and private improvements and the payment of certain ongoing operating costs, within the districts. In April of 2010 the City Council adopted a policy which addresses how the City will utilize the tool and outlined the approval process.

In January, 2010, the City Council approved a development agreement with Four-G, LLC to finance the development of a Fairfield Inn and Suites Hotel within the Wichita WaterWalk District. As part of the agreement the City Council agreed to create a Community Improvement District upon approval of the City's CID Policy. Four-G, LLC has submitted the attached petition for City Council consideration.

Analysis: CID projects may be funded by either special assessment taxes on the real property within the CID or by a special retail sales tax of up to 2% on all taxable retail sales within the district, or both. Under the CID Act, cities and counties may use the CID tax revenues to repay bonds, either full faith and credit (general obligation) bonds or special obligation (revenue) bonds, issued to finance eligible improvements; or the CID revenue may be passed through to developers to fund the cost of the improvements, or qualified operating costs, on a pay-as-you-go basis. The City's CID Policy encourages the use of pay-as-you-go financing and allows the use of special obligation bonds, but does not permit the use of general obligation bonds. The maximum term of a CID is 22 years.

Four-G, LLC proposes to construct a Marriott Fairfield Inn and Suites Hotel located at the northwest corner of Main Street and Dewey, in the WaterWalk Development, consisting of 115-131 rooms. The total project cost is expected to be \$12,100,000, of which \$9,600,000 will be financed by a private lender and partially paid by CID revenue on a pay-as-you-go basis. The proposed amount of Community Improvement District sales tax for this district is 2% for up to 22 years.

Although the Act allows for CID petitions that only use sales tax revenue to be signed by only 55% of the owners within a district, the City's CID Policy requires a 100% petition and a public hearing for the proposed district. To establish a CID, the City Council must first adopt a resolution which states that the City Council is considering the establishment of the CID and sets a date for a public hearing on the matter. The resolution must then be published at least once each week for two consecutive weeks and be sent by certified mail to all owners of land within the proposed CID. Given this process, the earliest date a public hearing may be held for this project would be August 10, 2010. After closing the public hearing, the City Council may adopt an ordinance establishing the district.

Financial Considerations: The cost of mailing the Resolution to all owners of property located within the proposed district will be charged to Economic Development Fund and will be repaid with administrative fees collected from the district. Community Investment Districts do not affect the ad valorem taxes collected in Tax Increment Financing Districts. Four-G, LLC has paid the \$5,000 non-refundable application fee, as required by the City's CID Policy.

The developer has requested pay-as-you-go financing. The City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to the development agreement. The City will withhold 5% of the CID revenues distributed by the State, after giving credit for the application fee, and disperse the balance of the CID proceeds to Four-G, LLC until the maximum amount identified in the petition (\$9,600,000) has been reimbursed or the 22-year term has expired, whichever is earlier.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections.

Legal Considerations: State Law allows Community Improvement Districts to be established by Ordinance following a public hearing. The form of the petition and resolution have been approved by the Law Department.

Recommendation/Action: It is recommended that the City Council accept the petition and adopt the resolution setting a public hearing on August 10, 2010 for consideration of the establishment of a Community Improvement District.

Attachments: Resolution

RESOLUTION NO. 10-174

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING CONCERNING ADVISABILITY OF THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY AND DECLARING THE INTENT OF THE CITY TO LEVY A COMMUNITY IMPROVEMENT DISTRICT SALES TAX PURSUANT TO K.S.A. 12-6a26 ET SEQ., AS MAY BE AMENDED.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), is authorized to create a community improvement district as provided in the Act to provide for the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, restoration, replacement, repair, furnishing and equipping buildings, structures, facilities, sidewalks, roads, parking lots, traffic signs and signals, utilities, pedestrian amenities, drainage, water, storm and sewer systems, underground gas, heating and electrical services and extensions, water mains and extensions, site improvements, street lights, lighting, street light fixtures, benches, awnings, canopies, walls, trees, landscapes and other cultural amenities (collectively, the "CID Projects" or each a "CID Project"); and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of any project which is a CID Project, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services within a community improvement district in any increment of .10% or .25% not to exceed 2% (a "CID Sales Tax") and to reimburse the costs of the such project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such community improvement district sales tax; and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of such project, to levy and collect special assessments upon property in a community improvement district to provide for the payment of all or any part of the cost of such project, including retiring special obligation notes and bonds; and

WHEREAS, a petition (the "Petition") has been filed with the City Clerk of the City proposing the creation of a community improvement district pursuant to the Act (the "WaterWalk Hotel CID"), the completion of a project relating thereto as more particularly described on **Exhibit A** attached hereto (the "Project"), the imposition of a CID Sales Tax and the levying of a special assessments in order to pay the costs of the Project; and

WHEREAS, the Petition was signed by the owners of all of the land area within the proposed WaterWalk Hotel CID; and

WHEREAS, the proposed WaterWalk Hotel CID is located at the northwest corner of Main Street and Dewey within the City; and

WHEREAS, the City intends to impose a two percent (2%) CID Sales Tax within the WaterWalk Hotel CID; and

WHEREAS, the Act provides that prior to creating any community improvement district, the City shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and authorizing a CID Project therein and the intent of the City to levy a CID Sales Tax within such district and shall give notice of said public hearing in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

1. Notice is hereby given that a public hearing to consider the advisability of the creation by the City of the WaterWalk Hotel CID and the imposition by the City of a two percent (2%) CID Sales Tax within the WaterWalk Hotel CID shall be held on August 10, 2010, beginning at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas.

2. The general nature of the proposed Project to be constructed within the proposed WaterWalk Hotel CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein.

3. The estimated cost of the Project within the proposed WaterWalk Hotel CID is \$9,600,000.

4. The Project within the proposed WaterWalk Hotel CID will be financed, in part, on a pay-as-you-go basis, from revenues received from the imposition of a two percent (2%) CID Sales Tax within the proposed WaterWalk Hotel CID.

5. A legal description of the proposed WaterWalk Hotel CID is set forth in **Exhibit B** attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the proposed WaterWalk Hotel CID is attached hereto as **Exhibit C** and incorporated herein by reference.

6. The City Clerk shall give notice of the public hearing in accordance with the provisions of the Act by publishing this resolution at least once each week for two consecutive weeks in the newspaper and sending this resolution by certified mail to all owners. The second publication of this resolution shall occur at least seven days prior to the date of hearing and the certified mailed notice shall be sent at least ten days prior to the date of hearing.

ADOPTED by the Governing Body this July 13, 2010.

APPROVED and **SIGNED** by the Mayor the 13th day of July, 2010.

CITY OF Wichita, KANSAS

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

EXHIBIT A

PROJECT

That the general nature of the proposed community improvement district ("CID") project, Marriott Fairfield Inn and Suites Hotel at WaterWalk ("Project"), is a hotel located at the northwest corner of Main Street and Dewey, in the WaterWalk Development, Wichita, Kansas, consisting of 115-131 rooms. The community improvement financing in accordance with City of Wichita policy and the Act will be used to finance the construction, maintenance, and procurement of certain improvements, costs and services within the District, which may include, but are not limited to: land acquisition, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities ,and the City's financing costs (if any) as well as the City's administrative costs in establishing and maintaining the District.

EXHIBITS B & C

LEGAL DESCRIPTION AND MAP OF CID DISTRICT

City of Wichita)
Sedgwick County) ss L/S No. 212
State of Kansas) Copy 2 of 2

I, John L. Schlegel, Director of Planning, Wichita-Sedgwick County Metropolitan Area Planning Department, do hereby certify under the Authority granted in the Subdivision Rules and Regulations that the lot split to which this stamp affixed has been approved.

Given under my hand and seal, this 21st day of April, 2010

John L. Schlegel
John L. Schlegel



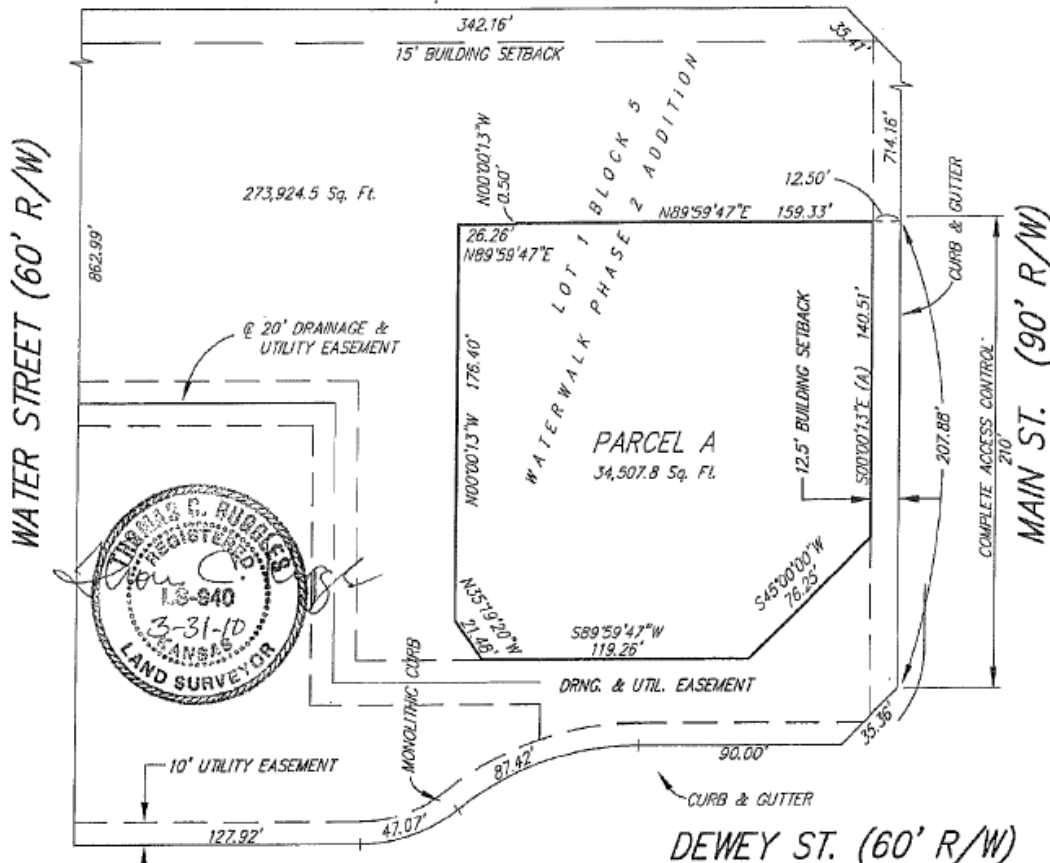
LOT SPLIT

PARCEL A

Commencing at the easterly most south corner of Lot 1, Block 5, Waterwalk Phase 2 Addition, an addition to Wichita, Sedgwick County, Kansas; thence N00°00'13"W, along the east line of said Lot 1, 207.88 feet; thence S89°59'47"W, perpendicular to said east line, 12.50 feet for a place of beginning; thence S00°00'13"E, parallel with said east line, 140.51 feet; thence S45°00'00"W, 76.25 feet; thence S89°59'47"W, parallel with the south line of said lot 1, 119.26 feet; thence N35°19'20"W, 21.48 feet; thence N00°00'13"W, parallel with said east line, 176.40 feet; thence N89°59'47"E, parallel with said south line, 26.26 feet; thence N00°00'13"W, parallel with said east line, 0.50 feet; thence N89°59'47"E, parallel with said south line, 159.33 feet to the place of beginning.



WATERMAN STREET (85' R/W)



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkans.com

(316) 264-8008
(316) 264-4821 fax
E-mail: info@rbkans.com

DWG FILE: SURVEY BASE
PROJECT NO. 3622L
MARCH 31, 2010
REVISED



RECEIVED

COMMUNITY IMPROVEMENT DISTRICT PETITION

JUL 01 '10

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

- 1) We, the undersigned owner of record and leasehold owner of the real property described on Exhibit X2:

IMPROVEMENT DISTRICT

do hereby petition pursuant to the provisions of K.S.A. 12-6a26 et seq., as amended (the "Act"):

- (a) **General Nature:** That the general nature of the proposed community improvement district ("CID") project, Marriott Fairfield Inn and Suites Hotel at WaterWalk ("**Project**"), is a hotel located at the northwest corner of Main Street and Dewey, in the WaterWalk Development, Wichita, Kansas, consisting of 115-131 rooms. The undersigned request the City of Wichita to assist the Project by providing community improvement financing in accordance with City of Wichita policy and the Act to finance the construction, maintenance, and procurement of certain improvements, costs and services within the District, which may include, but are not limited to: land acquisition, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, and the City's financing costs (if any) as well as the City's administrative costs in establishing and maintaining the District.
- (b) **Estimated Cost:** That the estimated cost of the Project is **Twelve Million One Hundred Thousand Dollars (\$12,100,000)** of which the maximum CID eligible cost is **Nine Million Six Hundred Thousand Dollars (\$9,600,000)**, exclusive of the cost of interest on borrowed money. See attached Exhibit X3 for a detailed budget.
- (c) **Proposed Method of Financing:** That the proposed Project will be financed through the use of commercial construction loan of \$9,600,000; City contribution of \$2,500,000 to be repaid with Guest Tax revenues from the Project, as defined in the Act.
- (d) **Proposed Amount of Sales Tax:** That the proposed amount of Community Improvement District sales tax shall be 2% for **22 years**, or such lesser number of years as may be required to produce revenues sufficient for the payment of the maximum CID eligible cost identified in (b). The sales tax will begin with the opening of the hotel.

- (e) No assessments will be used.
- (f) That a map and legal description of the proposed CID are attached hereto as Exhibits X1 and X2.
- 2) It is requested that the improvement hereby petitioned be made with notice and public hearing, pursuant to City policy.
 - 3) That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first, and that the signers consent to any assessments to the extent described therein without regard to benefits conferred by the project.
 - 4) That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of 100% of the land area within the proposed district. The Governing Body is requested to proceed in the manner provided by statute and City policy.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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Improvement District

Leasehold Purchaser:

Four-G, LLC

By: James E. Korroch
James E. Korroch, Manager

Date: June 28, 2010

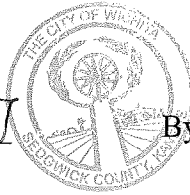
[City signatures on next page]

CID Petition
Four-G, LLC - WaterWalk

Fee Owner:
City of Wichita, Kansas

Approved as to Form by City Attorney:

By: 
Carl Brewster, Mayor

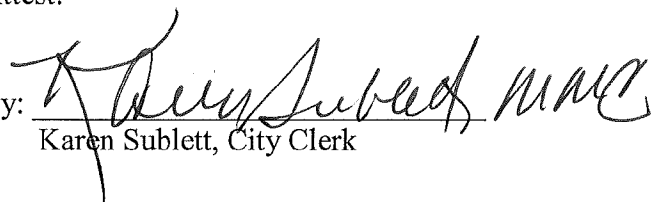


By: 
Gary E. Rebenstorf, City Attorney

Date: 6-29-10

Date: 06/28/2010

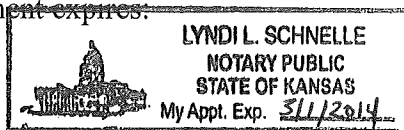
Attest:

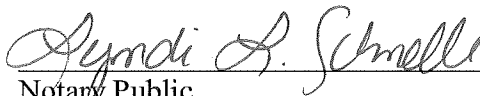
By: 
Karen Sublett, City Clerk

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This document was acknowledged before me on June 28, 2010, by James E. Korroch, as Manager of Four-G, LLC, a Kansas limited liability company.

My appointment expires:

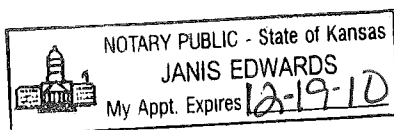




Notary Public

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This document was acknowledged before me on June 29, 2010, by Carl Brewer, as Mayor of the City of Wichita, Kansas, a Kansas municipality.

My appointment expires:




Notary Public

CID Petition
Four-G, LLC - WaterWalk

Exhibit X1
Map/Site Plan of Property

Exhibit X2

Legal Description

Commencing at the easterly most south corner of Lot 1, Block 5, Waterwalk Phase 2 Addition, an addition to Wichita, Sedgwick County, Kansas; thence N 00°00'13" W, along the east line of said Lot 1, 207.88 feet; thence S 89°59'47" W, perpendicular to said east line, 12.50 feet for a place of beginning; thence S 00°00'13" E, parallel with said east line, 140.51 feet; thence S 45°00'00" W, 76.25 feet; thence S 89°59'47" W, parallel with the south line of said Lot 1, 119.26 feet; thence N 35°19'20" W, 21.48 feet; thence N 00°00'13" W, parallel with said east line, 176.40 feet; thence N 89°59'47" E, parallel with said south line, 26.26 feet; thence N 00°00'13" W, parallel with said east line, 0.50 feet; thence N 89°59'47" E, parallel with said south line, 159.33 feet to the place of beginning.

Exhibit X3
Detailed Budget

Project Name: Wichita FFIS at Waterwalk		Per Occup		
# of Rooms:	Room	Total	Cost/Key	% of Project
131				
Acquisition Costs				
- Development Rights		\$ 725,000	\$ 5,534	6.0%
- Building (if applicable)		\$ -	\$ -	0.0%
- Earnest Money		\$ -	\$ -	0.0%
- Loan Costs		\$ -	\$ -	0.0%
- Legal Fees		\$ 75,000	\$ 573	0.6%
Contractor Costs				
- Construction Contract		\$ 6,500,000	\$ 49,618	53.7%
- Site and Utilities		\$ 100,000	\$ 763	0.8%
- Change Orders (3%)		\$ 195,000	\$ 1,489	1.6%
Franchise Fees				
- Application		\$ 50,000	\$ 382	0.4%
- Legal		\$ 15,000	\$ 115	0.1%
Hotel Construction Costs				
- Signage		\$ 60,000	\$ 458	0.5%
- Third Party Reports (Arch & Eng)		\$ 185,000	\$ 1,412	1.5%
- Marriott FF & E		\$ 1,300,000	\$ 9,924	10.7%
- Phone/HSIA/Security		\$ 105,000	\$ 802	0.9%
- SSU/Local Purchase		\$ 350,000	\$ 2,672	2.9%
- AV Equipment		\$ 12,000	\$ 92	0.1%
- Exercise Equipment		\$ 50,000	\$ 382	0.4%
- Laundry Equipment		\$ 75,000	\$ 573	0.6%
- Kitchen & Misc. Equipment		\$ 100,000	\$ 763	0.8%
- FFE Install		\$ 75,000	\$ 573	0.6%
- Interior Design Fees		\$ 40,000	\$ 305	0.3%
- Misc FF&E		\$ 25,000	\$ 191	0.2%
- CATV/CAT 6		\$ 125,000	\$ 954	1.0%
- Permits & Licenses/Fees		\$ 40,000	\$ 305	0.3%
- Operating Preopening		\$ -	\$ -	0.0%
- Office Supplies		\$ 3,000	\$ 23	0.0%
- Mileage		\$ 1,000	\$ 8	0.0%
- Cell Phone		\$ 500	\$ 4	0.0%
- Travel		\$ 15,000	\$ 115	0.1%
- Meals		\$ 2,000	\$ 15	0.0%
- Trailer Rent/Office Space Rent		\$ 15,000	\$ 115	0.1%
- Utilities		\$ 2,000	\$ 15	0.0%
- Postage		\$ 1,000	\$ 8	0.0%
Preopening Labor		\$ 60,000	\$ 458	0.5%
Sales & Marketing		\$ 4,000	\$ 31	0.0%
Training		\$ 35,000	\$ 267	0.3%
Management Fee		\$ 43,680	\$ 333	0.4%
Insurance		\$ 50,000	\$ 382	0.4%
Working Capital		\$ 250,000	\$ 1,908	2.1%
Project Cost Before Financing Expenses		\$ 10,684,180	\$ 81,559	88.3%
Costs of Financing- RBC Related				
Construction Monitoring		\$ 14,000	\$ 107	0.1%
Debt Reserve		\$ 700,000	\$ 5,344	5.8%
RRE Fund		\$ 300,000	\$ 2,290	2.5%
Contingency Fund		\$ 159,820	\$ 1,220	1.3%
Origination Fee		\$ 192,000	\$ 1,466	1.6%
Sr. Lender Legal Fee		\$ 25,000	\$ 191	0.2%
Four-G, LLC Legal Fee		\$ 25,000	\$ 191	0.2%
Total Financing Costs		\$ 1,415,820	\$ 8,960	9.7%
TOTAL Project Budget		\$ 12,100,000	\$ 92,366	98.0%

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Petition to approve a Community Improvement District at Central and Oliver (Districts I & II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

.....

Recommendation: Accept the petition and adopt the resolution setting a public hearing for consideration of the establishment of a Community Improvement District.

Background: In 2009, the Kansas Legislature enacted, and the Governor signed into law, the Community Improvement District Act (CID Act), which allows property owners to petition cities or counties to create districts in which certain special taxes are imposed and the resulting revenue used to fund certain public and private improvements and the payment of certain ongoing operating costs, within the districts. In April of 2010 the City Council adopted a policy which addresses how the City will utilize the tool and outlined the approval process.

Christian Ablah, a local developer, has submitted a petition for a Community Investment District (CID) for a development at the intersection of Central and Oliver Avenues. The petition has been signed by owners representing 100% of the improvement district for City Council approval.

Analysis: CID projects may be funded by either special assessment taxes on the real property within the CID or by a special retail sales tax of up to 2% on all taxable retail sales within the district, or both. Under the CID Act, cities and counties may use the CID tax revenues to repay bonds, either full faith and credit (general obligation) bonds or special obligation (revenue) bonds, issued to finance eligible improvements; or the CID revenue may be passed through to developers to fund the cost of the improvements, or qualified operating costs, on a pay-as-you-go basis. The City CID Policy encourages the use of pay-as-you-go financing and allows the use of special obligation bonds, but does not permit the use of general obligation bonds. The maximum term of a CID is 22 years.

The developer plans a project that will redevelop the northeast and southeast corners of the intersection of Central and Oliver. The project will consist of retail and office buildings along both corridors. CID financing is planned to be used for land acquisition and infrastructure construction within the district. The petitioned maximum amount of CID financing is \$12,500,000. The proposed amount of Community Improvement District sales tax for this district is 1% which will be paid on a pay-as-you-go basis for up to 22 years. The petition proposes the potential issuance of special obligation notes or bonds in the future. City Council will have the option to approve the issuance of bonds in the future, if requested, but is not obligated to issue bonds.

Although the Act allows for CID petitions that only use sales tax revenue to be signed by only 55% of the owners within a district, the City's CID Policy requires a 100% petition and a public hearing for the proposed district. To establish a CID, the City Council must first adopt a resolution which states that the City Council is considering the establishment of the CID and sets a date for a public hearing on the matter. The resolution must then be published at least once each week for two consecutive weeks and be sent by certified mail to all owners of land within the proposed CID. Given this process, the earliest date a public hearing may be held for this project would be August 10, 2010. After closing the public hearing, the City Council may adopt an ordinance establishing the district.

Financial Considerations: The cost of mailing the Resolution to all owners of property located within the proposed district will be charged to Economic Development Fund and will be repaid with administrative fees collected from the district. Christian Ablah has paid the \$5,000 non-refundable application fee, as required by the City's CID Policy.

The developer has requested pay-as-you-go financing. The City will not issue debt for this project at this time. The petition allows for the potential request for bonds to be issued in the future. Approval of the CID does not obligate the Council to approve the issuance of bonds in the future if requested by the developer. Proceeds will be held by the City and disbursed pursuant to a development agreement. The City will withhold 5% of the CID revenues distributed by the State, after giving credit for the application fee, and disperse the balance of the CID proceeds to the developer until the maximum amount identified in the petition (\$12,500,000) has been reimbursed or the 22-year term has expired, whichever is earlier.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. This project facilitates redevelopment of an aging business intersection. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections

Legal Considerations: State Law allows Community Improvement Districts to be established by Ordinance following a public hearing. The form of the petition and resolution has been approved by the Law Department.

Recommendation/Action: It is recommended that the City Council accept the petition and adopt the resolution setting a public hearing on August 10, 2010 for consideration of the establishment of a Community Improvement District.

Attachments: Resolution

RESOLUTION NO. 10-175

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING CONCERNING ADVISABILITY OF THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY AND DECLARING THE INTENT OF THE CITY TO LEVY A COMMUNITY IMPROVEMENT DISTRICT SALES TAX PURSUANT TO K.S.A. 12-6a26 *ET SEQ.*, AS MAY BE AMENDED.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), is authorized to create a community improvement district as provided in the Act to provide for the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, restoration, replacement, repair, furnishing and equipping buildings, structures, facilities, sidewalks, roads, parking lots, traffic signs and signals, utilities, pedestrian amenities, drainage, water, storm and sewer systems, underground gas, heating and electrical services and extensions, water mains and extensions, site improvements, street lights, lighting, street light fixtures, benches, awnings, canopies, walls, trees, landscapes and other cultural amenities (collectively, the "CID Projects" or each a "CID Project"); and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of any project which is a CID Project, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services within a community improvement district in any increment of .10% or .25% not to exceed 2% (a "CID Sales Tax") and to reimburse the costs of the such project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such community improvement district sales tax; and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of such project, to levy and collect special assessments upon property in a community improvement district to provide for the payment of all or any part of the cost of such project, including retiring special obligation notes and bonds; and

WHEREAS, a petition (the "Petition") has been filed with the City Clerk of the City proposing the creation of a community improvement district pursuant to the Act (the Central and Oliver CID"), the completion of a project relating thereto as more particularly described on Exhibit A attached hereto (the "Project"), the imposition of a CID Sales Tax and the levying of a special assessments in order to pay the costs of the Project; and

WHEREAS, the Petition was signed by the owners of all of the land area within the proposed Central and Oliver CID; and

WHEREAS, the proposed Central and Oliver CID is located at the northeast and southeast corners of the intersection of Central and Oliver Avenues within the City; and

WHEREAS, the City intends to impose a one percent (1%) CID Sales Tax within the Central and Oliver CID; and

WHEREAS, the Act provides that prior to creating any community improvement district, the City shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and authorizing a CID Project therein and the intent of the City to levy a CID Sales Tax within such district and shall give notice of said public hearing in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

1. Notice is hereby given that a public hearing to consider the advisability of the creation by the City of the Central and Oliver CID and the imposition by the City of a one percent (1%) CID Sales Tax within the Central and Oliver CID shall be held on August 10, 2010, beginning at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas.

2. The general nature of the proposed Project to be constructed within the proposed Central and Oliver CID is set forth on Exhibit A attached hereto and incorporated by reference herein.

3. The estimated cost of the Project within the proposed Central and Oliver CID is \$12,500,000.

4. The Project within the proposed Central and Oliver CID will be financed, in part, on a pay-as-you-go basis and/or special obligation notes and bonds payable, in part, from revenues received from the imposition of a one percent (1%) CID Sales Tax within the proposed Central and Oliver CID. The issuance of special obligation notes and bonds rests solely on the discretion of the governing body and approval of a CID does not obligate the City to issue said notes and bonds.

5. A legal description of the proposed Central and Oliver CID is set forth in Exhibit B attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the proposed Central and Oliver CID is attached hereto as Exhibit C and incorporated herein by reference.

6. The City Clerk shall give notice of the public hearing in accordance with the provisions of the Act by publishing this resolution at least once each week for two consecutive weeks in the newspaper and sending this resolution by certified mail to all owners. The second publication of this resolution shall occur at least seven days prior to the date of hearing and the certified mailed notice shall be sent at least ten days prior to the date of hearing.

ADOPTED by the Governing Body this 13th day of July, 2010.

APPROVED and SIGNED by the Mayor the 13th day of July, 2010.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

EXHIBIT A

PROJECT

The general nature of the proposed projects (the “Projects”) is to promote the redevelopment and revitalization of a blighted portion of the Central and Oliver corridor and to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the District, marketing, advertisement and economic development, cleaning and maintenance, and the City and the developer’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

EXHIBIT B

LEGAL DESCRIPTION

Lots 28 through 35, Block 4, East Highlands, Sedgwick County, Kansas, EXCEPT the north 11 feet of Lot 28 AND the north 11 feet of Lot 35 in said Block 4 of said Addition, AND EXCEPT that part dedicated for road right of way;

ALONG WITH Lots 26 through 33, Block 14, East Highlands, Sedgwick County, Kansas, EXCEPT that part deeded to city for road right of way AND EXCEPT LOTS 24, 25, 34, 35 in said Block 14 of said Addition;

ALONG WITH the vacated portion of said Highland Drive (now Elm Street) described in the vacation order recorded on Film 679, Page 797;

ALONG WITH the following described vacated portion of Elm Street described as follows:

Beginning at a point on the south line of Elm Street (formerly Highland Drive) as platted in East Highlands Addition, Wichita, Sedgwick County, Kansas, said point being the northeasternmost corner of the vacated portion of said Highland Drive described in the vacation order recorded on Film 679, Page 797, for a point of beginning; Thence northwesterly, along the northeast line of said vacated portion of Highland Drive for a distance of 60 feet, to the north line of said Elm Street right-of-way; Thence northeasterly along the north line of said Elm Street right-of-way for a distance of 169.25 to a point of curvature to the left, (said curve having a radius of 100 feet, an arc length of 77.81 feet and a deflection angle of 44°35'); Thence northeasterly along said curve to the left for a distance of 77.81 feet, to the west line of Glendale right-of-way as platted in said Addition; Thence south along the west line of said Glendale right-of-way extended for a distance of 88.32 feet, to a point of intersection with the south line of said Elm Street right-of-way extended, said south line of Elm also being the north line of Block 14 in said Addition; Thence east along said south line of Elm Street right-of-way extended for a distance of 79.48 feet to a point of curvature on said south line of Elm Street; Thence southwesterly along the south line of said Elm Street right-of-way along a curve to the left, said curve having a radius of 100 feet, an arc length of 79.44 feet and a deflection angle of 45°31'; Thence southwesterly along the south line of said Elm Street right-of-way, for a distance of 160.89 feet to the point of Beginning; Along With Lots 20 through 23, and Lots 36 through 39, Block 14, East Highlands, Sedgwick County, Kansas, EXCEPT that part deeded to city for road right of way.

ALONG WITH Lots 1, 3, 5 and the north 8.50 feet of Lot 7, Block 2, East Boulevard Addition to Wichita, Kansas; Along With All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12 and 13, EXCEPT the west 5 feet thereof for street all in Block 1, East Boulevard Addition to Wichita, Sedgwick County, Kansas.

ALONG WITH the Bleckley Drive street right-of-way from the south line of the Third Street right-of-way extended to the south line of the Central Avenue street right-of-way extended,

ALONG WITH the Third Street right-of-way from the west line of Bleckley Drive street right-of-way to the east line of Oliver Street right-of-way,

ALONG WITH the Oliver Street right-of-way from the south line of Third Street right-of-way extended to a line, 11 feet south of the north line of Lot 35, Block 14, East Highlands, Sedgwick County, Kansas, extended,

ALONG WITH the Central Avenue right-of-way from the west line of the Oliver Street right-of-way extended to the east line of Lot 1 , Block 2, East Boulevard Addition to Wichita, Kansas, extended.

Said tract contains 462,798 square feet more or less.

MAP OF CENTRAL & OLIVER CID DISTRICT



**PETITION FOR THE CREATION OF A
COMMUNITY IMPROVEMENT DISTRICT**

RECEIVED

JUL 01 '10

CITY CLERK OFFICE

TO: The Governing Body,
City of Wichita, Kansas

The undersigned, being the owners of record, whether resident or not, of the following:

1. More than fifty-five percent (55%) of the land area contained within the hereinafter described community improvement district; and
2. More than fifty-five percent (55%) by assessed value of the land area contained within the hereinafter described community improvement district.

hereby petition the City of Wichita, Kansas (the “City”) to create a community improvement district and authorize the proposed projects hereinafter set forth, all in the manner provided by K.S.A § 12-6a26, *et seq.* (the “Act”). In furtherance of such request, the petitioners state as follows:

1. GENERAL NATURE

The general nature of the proposed projects (the “Projects”) is to promote the redevelopment and revitalization of a blighted portion of the Central and Oliver corridor, as is more particularly described herein, by providing community improvement district financing in accordance with this petition and with the Act to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the District, marketing, advertisement and economic development, cleaning and maintenance, and the City and the developer’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

2. ESTIMATED COST

The estimated or probable and maximum cost of the Projects is \$12,500,000. The maximum amount of operating costs, including, but not limited to, security, entertainment, public events, business promotion, employee training, and market studies is \$400,000. See the attached EXHIBIT “A” for a detailed budget.

3. PROPOSED METHOD OF FINANCING

It is proposed that the Projects be financed through a combination of private equity,

private debt and Pay-as-you-go financing, as defined in the Act, or potentially the issuance of special obligation bonds/notes in the future.

4. PROPOSED METHOD AND AMOUNT OF ASSESSMENT

It is not being proposed that the Projects be financed through the levying of assessments.

5. PROPOSED AMOUNT OF SALES TAX

It is being proposed that the Projects be financed in part through the levying of a 1% add-on sales tax as authorized by the Act.

6. MAP AND LEGAL DESCRIPTION OF THE PROPOSED DISTRICT

A map of the proposed community improvement district (the “**District**”) is attached hereto as **EXHIBIT “B”**.

The legal description of the District is attached hereto as **EXHIBIT “C”**.

7. NOTICE TO PETITION SIGNERS

Names may not be withdrawn from this Petition by the signers hereof after the City commences consideration of this Petition, or later than seven (7) days after the filing hereof with the City Clerk, whichever occurs first.

EXHIBIT "A"
ESTIMATED PROBABLE COST OF PROJECTS

Central and Oliver Development Community Improvement District - Uses

Development Costs	Description	Project Costs
ACQUISITION COSTS		
Purchase Price		\$ 3,650,000.00
Due Dilligence		\$ 34,000.00
Closing Costs		\$ 85,000.00
SUBTOTAL		\$ 3,769,000.00
SITework		
Demolition	Utility removal, residential bldgs	\$ 65,450.00
Supervision		\$ 82,000.00
Permits	Permits, bonds	\$ 5,000.00
SUBTOTAL		\$ 152,450.00
SITE		
Earthwork	Dirt haul	\$ 103,450.00
Site lighting		\$ 15,750.00
Site landscaping		\$ 45,250.00
Paving curbing	Plots, drives	\$ 325,450.00
Sidewalks		\$ 19,500.00
SUBTOTAL		\$ 509,400.00
UTILITY RELOCATES (PRIVATE)		
Water	Tap fees	\$ 24,250.00
Sanitary sewer	Hook-up fees	\$ 16,250.00
SUBTOTAL		\$ 40,500.00
HARD RENOVATION COSTS		
New construction		\$ 3,100,000.00
Remodel		\$ 1,200,000.00
New signage		\$ 154,000.00
SUBTOTAL		\$ 4,454,000.00
SOFT COSTS - DESIGN / ENGINEERING		
Civil land planning	Roads, utility work	\$ 78,250.00
Soils environmental	Soil testing	\$ 5,400.00
Survey and platting	Boundary and topo survey	\$ 15,650.00
SUBTOTAL		\$ 97,300.00
SOFT COSTS - LEGAL/DEVELOPER FEES		
Legal	Benefits districts preparation	\$ 50,000.00
Consulting fee	Developer oversight and coordination	\$ 18,000.00
Leasing/Marketing Costs		\$ 275,000.00
Maintenance		\$ 100,000.00
Administrative		\$ 45,000.00
Other	Other	\$ 18,500.00
SUBTOTAL		\$ 504,500.00
SUBTOTAL - PROJECT COSTS		\$ 9,527,150.00
SUBTOTAL w/ 25% CONTINGENCY		\$ 11,908,937.50
ONGOING OPERATING COSTS		
Security		\$ 100,000.00
Entertainment/Public Events		\$ 100,000.00
Business Promotion		\$ 100,000.00
Market Studies		\$ 50,000.00
Employee Training		\$ 50,000.00
SUBTOTAL		\$ 400,000.00
TOTAL COSTS		\$ 12,308,937.50

EXHIBIT "B"
MAP OF DISTRICT

EXHIBIT "C"
LEGAL DESCRIPTION OF DISTRICT

Lots 28 through 35, Block 4, East Highlands, Sedgwick County, Kansas, EXCEPT the north 11 feet of Lot 28 AND the north 11 feet of Lot 35 in said Block 4 of said Addition, AND EXCEPT that part dedicated for road right of way;

ALONG WITH Lots 26 through 33, Block 14, East Highlands, Sedgwick County, Kansas, EXCEPT that part deeded to city for road right of way AND EXCEPT LOTS 24, 25, 34, 35 in said Block 14 of said Addition;

ALONG WITH the vacated portion of said Highland Drive (now Elm Street) described in the vacation order recorded on Film 679, Page 797;

ALONG WITH the following described vacated portion of Elm Street described as follows:

Beginning at a point on the south line of Elm Street (formerly Highland Drive) as platted in East Highlands Addition, Wichita, Sedgwick County, Kansas, said point being the northeasternmost corner of the vacated portion of said Highland Drive described in the vacation order recorded on Film 679, Page 797, for a point of beginning; Thence northwesterly, along the northeast line of said vacated portion of Highland Drive for a distance of 60 feet, to the north line of said Elm Street right-of-way; Thence northeasterly along the north line of said Elm Street right-of-way for a distance of 169.25 to a point of curvature to the left, (said curve having a radius of 100 feet, an arc length of 77.81 feet and a deflection angle of $44^{\circ}35'$); Thence northeasterly along said curve to the left for a distance of 77.81 feet, to the west line of Glendale right-of-way as platted in said Addition; Thence south along the west line of said Glendale right-of-way extended for a distance of 88.32 feet, to a point of intersection with the south line of said Elm Street right-of-way extended, said south line of Elm also being the north line of Block 14 in said Addition; Thence east along said south line of Elm Street right-of-way extended for a distance of 79.48 feet to a point of curvature on said south line of Elm Street; Thence southwesterly along the south line of said Elm Street right-of-way along a curve to the left, said curve having a radius of 100 feet, an arc length of 79.44 feet and a deflection angle of $45^{\circ}31'$; Thence southwesterly along the south line of said Elm Street right-of-way, for a distance of 160.89 feet to the point of Beginning; Along With Lots 20 through 23, and Lots 36 through 39, Block 14, East Highlands, Sedgwick County, Kansas, EXCEPT that part deeded to city for road right of way.

ALONG WITH Lots 1, 3, 5 and the north 8.50 feet of Lot 7, Block 2, East Boulevard Addition to Wichita, Kansas; Along With All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12 and 13, EXCEPT the west 5 feet thereof for street all in Block 1, East Boulevard Addition to Wichita, Sedgwick County, Kansas.

ALONG WITH the Bleckley Drive street right-of-way from the south line of the Third Street right-of-way extended to the south line of the Central Avenue street right-of-way extended,

ALONG WITH the Third Street right-of-way from the west line of Bleckley Drive street right-of-way to the east line of Oliver Street right-of-way,

ALONG WITH the Oliver Street right-of-way from the south line of Third Street right-of-way extended to a line, 11 feet south of the north line of Lot 35, Block 14, East Highlands, Sedgwick County, Kansas, extended,

ALONG WITH the Central Avenue right-of-way from the west line of the Oliver Street right-of-way extended to the east line of Lot 1, Block 2, East Boulevard Addition to Wichita, Kansas, extended.

Said tract contains 462,798 square feet more or less.

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

STEVE WILLIAM RANDLE

Steve William Randle

Date: 4/28/10

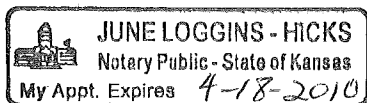
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 28TH day of APRIL, 2010 before me, the undersigned, a Notary Public in and for said County and State, came Steve William Randle, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)



June Loggins-Hicks
Notary Public in and for said
County and State

My Commission Expires:

4-18-2010

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

MILE HIGH RESORTS, LLC

By: [Signature]
Signature of Authorized Agent for Entity

Name: Alison White

Title: President
(Type or print)

Date: 4/30/10

ACKNOWLEDGMENT

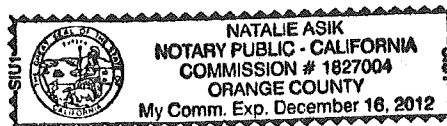
State of California
County of Orange

On April 30, 2010 before me, Natalie Asik, Notary Public
(insert name and title of the officer)

personally appeared Alison White, President Mile High Resorts LLC
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

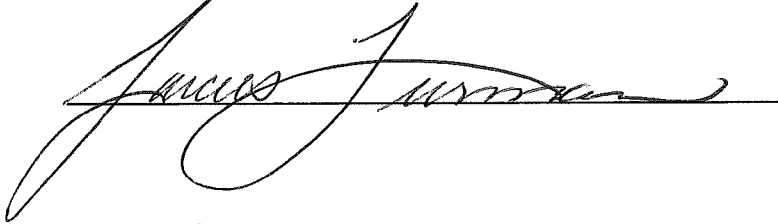
WITNESS my hand and official seal.



Signature [Signature] (Seal)

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

MARCUS TURMAN



Date: May 5, 2010

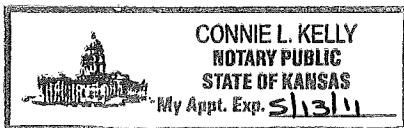
ACKNOWLEDGMENT

STATE OF Kansas)
) ss.
COUNTY OF Sedgewick)

BE IT REMEMBERED, that on this 5th day of May, 2010 before me, the undersigned, a Notary Public in and for said County and State, came Marcus Turman, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)



Connie L. Kelly
Notary Public in and for said
County and State

My Commission Expires:

5/13/11

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

CHARLES B. EASTER

_____

Date: 5-3-2010

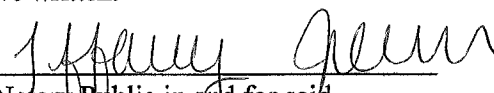
ACKNOWLEDGMENT

STATE OF Kansas)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, that on this 3rd day of may, 2010 before me, the undersigned, a Notary Public in and for said County and State, came Charles B. Easter, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

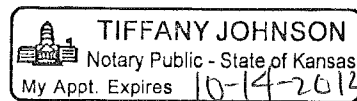
(Seal)



Notary Public in and for said
County and State

My Commission Expires:

10-14-2012



IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

MICHAEL A. FARHA

Michael A. Farha

Date: 5/10/10

JENNIFER R. FARHA

Jennifer R. Farha

Date: 5.10.10

ACKNOWLEDGMENT

STATE OF Kansas)
) ss.
COUNTY OF Sedgwick)

BE IT REMEMBERED, that on this 10th day of May, 2010 before me, the undersigned, a Notary Public in and for said County and State, came Michael A. Farha and Jennifer R. Farha, who are known to me to be the same persons who executed the within instrument, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

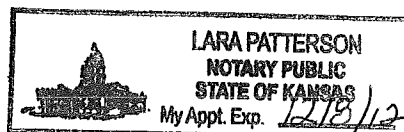
(Seal)

Lara Patterson

Notary Public in and for said
County and State

My Commission Expires:

12/8/12



IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

CENTRAL & OLIVER, LLC

By: [Signature]
Signature of Authorized Agent for Entity

Name: Christian A. Ablah

Title: Member
(Type or print)


Date: 5/18/10

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 18th day of May, 2010 before me, the undersigned, a Notary Public in and for said County and State, came CHRISTIAN A. ABLAH, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal) 

June Loggins-Hicks
Notary Public in and for said
County and State

My Commission Expires:

4-18-2013

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

OLIVER INVESTMENTS, LLC

By: [Signature]
Signature of Authorized Agent for Entity

Name: Christian A. Ablah

Title: Member
(Type or print)

Date: 5/18/10

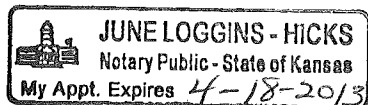
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 18TH day of MAY, 2010 before me, the undersigned, a Notary Public in and for said County and State, came CHRISTIAN A. ABLAH, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal)



June Loggins-Hicks
Notary Public in and for said
County and State

My Commission Expires:

4-18-2013

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

EXCHANGE HOLDINGS, LLC

By: [Signature]
Signature of Authorized Agent for Entity

Name: Christian A. Ablah

Title: Member
(Type or print)

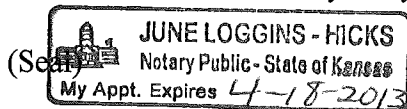
Date: 5/18/10

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 18TH day of MAY, 2010 before me, the undersigned, a Notary Public in and for said County and State, came CHRISTIAN A. ABLAH, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



JUNE LOGGINS-HICKS
Notary Public in and for said
County and State

My Commission Expires:

4-18-2013

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

CENTRAL & BLECKLEY, LLC

By: [Signature]
Signature of Authorized Agent for Entity

Name: Christian A. Ablah

Title: Member
(Type or print)

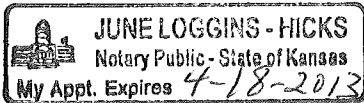
Date: 5/18/10

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 18TH day of MAY, 2010 before me, the undersigned, a Notary Public in and for said County and State, came CHRISTIAN A. ABLAH, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(Seal) 

June Loggins-Hicks
Notary Public in and for said
County and State

My Commission Expires:

4-18-2013

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

CENTRAL & OLIVER HOLDINGS, LLC

By: [Signature]
Signature of Authorized Agent for Entity

Name: Christian A. Ablah

Title: Member
(Type or print)

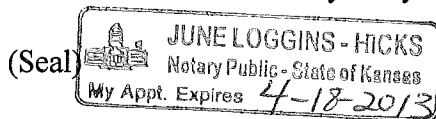
Date: 5/18/10

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 18TH day of MAY, 2010 before me, the undersigned, a Notary Public in and for said County and State, came CHRISTIAN A. ABLAH, who is known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



June Loggins-Hicks
Notary Public in and for said
County and State

My Commission Expires:

4-18-2013

CITY OF WICHITA
City Council Meeting
July 13, 2010

TO: Mayor and City Council Members

SUBJECT: Amendments to Motor Vehicle Safety Belt Use Ordinance

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the Mayor's Request for Declaration of Emergency and adopt the ordinance amending Section 11.38.285 of the Code of the City of Wichita, on first reading.

Background: The State of Kansas passed HB 2130 during the 2010 legislative session, pertaining to safety belt use. This bill amended the Kansas statute to allow law enforcement officers to enforce safety belt violations as primary offenses, for front seat passengers. Prior to the passage of HB 2130, law enforcement could not stop a driver for failure to wear a safety belt absent an additional violation being committed. City of Wichita Ordinance 11.38.285 pertaining to safety belt violations, must be amended to reflect the mandates contained in the new state law because a City ordinance cannot be less restrictive than state statute.

Previously, the Kansas Legislature amended the definition of "passenger car" in the Kansas statute mandating the use of safety belts. Amendments to the definitional section of City of Wichita Ordinance No. 11.38.285 follow the state statute.

The amendments to the state statute decreased the fine and cost amount from \$30 to \$5 until July 11, 2011. On or after July 11, 2010, the fine and costs increase to \$10. The proposed ordinance amendments maintains the \$30 fine and costs presently contained in the ordinance requiring use of a safety belt and represents a more restrictive violation than state law. Violation for those 14 years of age to 18 years of age remains at \$60 inclusive of costs, which is identical to the state statute.

Analysis: Amendments to City of Wichita Ordinance 11.38.285 are required to reflect the more restrictive provisions of Kansas statutes, found within HB 2130.

The Governors Highway Safety Association (GHSA) represents state highway safety offices that implement programs to address highway safety issues. GHSA strongly encourages all states to adopt and enforce primary seat belt laws. Being able to ticket a seat belt violation in and of itself has resulted in big increases in the use rates in many states. According to the National Highway Traffic Safety Administration, in 1994 the overall observed shoulder belt use rate was 58 percent. A decade later that number had risen to 80 percent, and in 2005 the national average was 82 percent. GHSA reports that a growing body of evidence suggests that higher fines are associated with higher use rates.

Financial Considerations: The \$30 fine and costs is a more restrictive penalty than state statute.

Goal Impact: Provide a Safe and Secure Community. This ordinance will allow the Police Department to stop drivers and charge safety belt violations, as a primary offense.

Legal Considerations: The ordinance amendment has been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council declare a public emergency and adopt the ordinance on first reading to amend City of Wichita Code Section No. 11.38.285.

Attachment: Delineated and clean copies of the proposed ordinance.

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE ADOPTION OF AN ORDINANCE BELOW DESIGNATED.

TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

I, Carl Brewer, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the day of its introduction, to wit, July 13, 2010, of an ordinance entitled:

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 11.38.285 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO MOTOR VEHICLE SAFETY BELT USE AND REPEAL OF THE ORIGINAL SECTION 11.38.285.

The general nature of such public emergency lies in the need to pass and publish this ordinance to conform to the legislative changes regarding primary enforcement of safety belt violations. The legislative changes to safety belt enforcement under the provisions of HB 2130, requires amendment of this ordinance to maintain the same enforcement as provided in state statute. Amendment to Section 11.38.285 of the Code of the City of Wichita, will allow law enforcement officers to stop drivers and issue citations, when front seat occupants of a passenger car are not wearing a safety belt.

It is therefore expedient at this time that the City Council find and determine that a public emergency exists by reason of the foregoing and that the above entitled Ordinance be finally adopted on the day of its introduction.

Executed at Wichita, Kansas on this day of July 13, 2010.

MAYOR OF THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(Seal)

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

(First Published in The Wichita Eagle on _____)

JULY13, 2010

ORDINANCE NO. 48-765

AN ORDINANCE AMENDING SECTION 11.38.285 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE MOTOR VEHICLE SAFETY BELT USE AND REPEAL OF THE ORIGINAL SECTION 11.38.285

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. 11.38.285 of the Code of the City of Wichita, Kansas, shall read as follows:

- (a) As used in this section "passenger car" means a motor vehicle, manufactured or assembled after January 1, 1968, or a motor vehicle manufactured or assembled prior to 1968 which was manufactured or assembled with safety belts, with motive power designed for carrying ten passengers or fewer, including vans, but does not include a motorcycle, or motor-driven cycle.
- (b) Except as provided in K.S.A. 8-1344 and 8-1345, and amendments thereto, and in subsection (c) or (d), each occupant of a passenger car manufactured with safety belts in compliance with Federal Motor Vehicle Safety Standard No. 208, who is 18 years of age or older, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion.
- (c) Each occupant of a passenger car manufactured with safety belts in compliance with federal motor vehicle safety standard no. 208, who is at least 14 years of age but less than 18 years of age, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion.
- (d) This section does not apply to:

- (1) An occupant of a passenger car who possesses a written statement from a licensed physician that such person is unable for medical reasons to wear a safety belt system;
- (2) Carriers of United States mail while actually engaged in delivery and collection of mail along their specified routes;
- (3) Newspaper delivery persons while actually engaged in delivery of newspapers along their specified routes; or
- (4) An occupant of a passenger car required to be protected by a safety restraining system under the child passenger safety act.
- (e) Law enforcement officers shall not stop drivers for violations of subsection (b) by a back seat occupant in the absence of another violation of law. A citation for violation of subsection (b) by a back seat occupant shall not be issued without citing the violation that initially caused the officer to effect the enforcement stop.
- (f) Persons violating subsection (b) and amendments thereto, shall be fined \$30 including court costs. Persons violating subsection (c) and amendments thereto shall be fined \$60 including court costs.
- (g) The municipal court shall not report violations of this act to the department of revenue.
- (h) If any provision of this section or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the section which can be given effect without the invalid provisions or application, and to this end the provisions of this section are severable.

Section 2. The original of Section 11.38.285 of the Code of the City of Wichita, Kansas, is hereby repealed.

Section 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law and City Attorney

(First Published in The Wichita Eagle on _____)

JULY13, 2010

ORDINANCE NO.

DELINEATED

AN ORDINANCE AMENDING SECTION 11.38.285 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE MOTOR VEHICLE SAFETY BELT USE AND REPEAL OF THE ORIGINAL SECTION 11.38.285

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. 11.38.285 of the Code of the City of Wichita, Kansas, shall read as follows:

(a) As used in this section "passenger car" means a motor vehicle, manufactured or assembled after January 1, 1968, or a motor vehicle manufactured or assembled prior to 1968 which was manufactured or assembled with safety belts, with motive power designed for carrying ten passengers or fewer, including vans, but does not include a motorcycle, or motor-driven cycle. ~~a trailer or a vehicle constructed either on a truck chassis registered for a gross weight of more than twelve thousand pounds or a farm truck registered for a gross weight of more than sixteen thousand pounds or a vehicle constructed with special features for occasional off-road operation.~~

(b) Except as provided in K.S.A. 8-1344 and 8-1345, and amendments thereto, and in subsection (c) or (d), ~~Each front seat~~ each occupant of a passenger car manufactured with safety belts in compliance with Federal Motor Vehicle Safety Standard No. 208, who is 18 years of age or older, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion, ~~except as provided in K.S.A. 8-1344 and 8-1345 and amendments thereto.~~

(c) Each occupant of a passenger car manufactured with safety belts in compliance with federal motor vehicle safety standard no. 208, who is at least 14 years of age but less than 18 years of age, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion.

(d) This section does not apply to:

(1) An occupant of a passenger car who possesses a written statement from a licensed physician that such person is unable for medical reasons to wear a safety belt system;

(2) Carriers of United States mail while actually engaged in delivery and collection of mail along their specified routes;

(3) Newspaper delivery persons while actually engaged in delivery of newspapers along their specified routes; or

(4) An occupant of a passenger car required to be protected by a safety restraining system under the child passenger safety act.

(e) Law enforcement officers shall not stop drivers for violations of subsection (b) by a back seat occupant in the absence of another violation of law. A citation for violation of subsection (b) by a back seat occupant shall not be issued without citing the violation that initially caused the officer to effect the enforcement stop.

(f) ~~From and after July 1, 2007 and prior to January 1, 2008, a law enforcement officer shall issue a warning citation to anyone violating subsection (c) and amendments thereto.~~

Persons violating subsection (b) and amendments thereto, shall be fined \$30 including court costs, ~~and from and after January 1, 2008, p~~Persons violating subsection (c) and amendments thereto shall be fined \$60 including court costs.

(g) The municipal court shall not report violations of this act to the department of revenue.

(h) If any provision of this section or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the section which can be given effect without the invalid provisions or application, and to this end the provisions of this section are severable.

Section 2. The original of Section 11.38.285 of the Code of the City of Wichita, Kansas, is hereby repealed.

Section 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law and City Attorney

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Amendments to Chapter 3.11 relating to Community Events and creation of Chapter 3.14 relating to Parades

INITIATED BY: Arts and Cultural Services Division

AGENDA: New Business

Recommendation: Place ordinances on first reading.

Background: As the number and scope of community events occurring in the downtown area continue to increase, it was necessary for staff to review a number of limitations placed on parades and other similar activities which are proposed to occur in the downtown area.

Additionally, due to budgetary issues, as the size of certain events, such as motorcycle rallies or vehicle cruises continue to increase, the costs of the City's in kind support of public safety officers for such events has also increased, necessitating review of the applicable ordinances.

Analysis: During 2009, approximately \$49,000 was expended by the Wichita Police Department for parades, motor vehicle rallies and related events. In 2010, this amount is approximately \$25,000 (to June 11, 2010).

The proposed amendments recognize the need to require entities desiring to have large, multiple-day events, parades or other motor vehicle events to assist in payment of the City personnel and staff time required to safely monitor such events. In this regard, the ordinances provide:

1. Motor vehicle events and parades, which are part of a larger community event, will be regulated by the community event ordinance. Security and traffic control costs for these events will be paid for by the event promoter.
2. All other parades will require a parade permit. The parade permit fee is \$50.00.
3. Marches, as defined by the ordinance, will not pay any additional fees for traffic control services by City personnel.
4. Other traditional parades will be required to pay a percentage of the actual personnel costs related to traffic control for these events. These fees will not go into effect until January 1, 2011. The fee schedule will be established by resolution. The resolution will be presented to the City Council at a later time following input to staff from parade promoters.
5. The amendments clarify the process for the review of and establish the criteria for the denial of permits for parades.

Financial Considerations: The proposed amendments will provide additional revenue to help offset increasing costs to the City for providing traffic enforcement at community events, parades and motor vehicle events.

Goal Impact: Quality of Life. The proposed ordinances will provide a coordinated process for the management of parades and motor vehicle events occurring within the City of Wichita.

Legal Considerations: The ordinances have been prepared and reviewed by the Law Department and has been approved as to form.

Recommendations/Actions: It is recommended that the ordinances be placed on first reading.

Attachment: Ordinances.

06/30/2010

ORDINANCE NO.48- 766

AN ORDINANCE AMENDING SECTIONS 3.11.020, 3.11.060 AND 3.11.080 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COMMUNITY EVENTS AND OBSTRUCTING STREETS AND SIDEWALKS AND REPEALING THE ORIGINALS OF SAID SECTIONS OF THE CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 3.11.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Definitions. (a) *'Applicant'* means any person who has filed a written application for a community event or street closure that is responsible for conducting the event and the responsible organization, corporation or other group on whose behalf the individual is requesting the permit.

(b) *'Chief of Police'* means the Chief of Police for the City of Wichita and his or her designee.

(c) *'Church'* means private property utilized on a regular basis, but in no case less than a weekly basis, for worship services including, without limitation, a synagogue or mosque.

(d) *'City'* means the City of Wichita.

(e) ‘*Closure of streets*’ means the restriction of vehicular traffic to a street or roadway or portion thereof, and includes the manual control of traffic at intersections by police.

(f) ‘*Community event*’ means:

(1) An outdoor event on public property with an expected attendance for the duration of the event of one hundred (100) or more persons, organized for a particular and limited purpose and time;

(2) Outdoor events on private property or which occur in City of Wichita parks with an expected attendance for the duration of the event of two hundred fifty (250) or more people, organized for a particular and limited purpose and time.

Such events shall include, but not be limited to: fun runs, roadway foot races, fundraising walks, bikeathons, motor vehicle events, bike races, carnivals, festivals, community celebrations, shows, exhibitions, circuses and fairs. Such term shall also include parades when held in conjunction with a community event as defined by this section, which event is sponsored or conducted by the same applicant. Such term shall not include events, other than fun runs or races, occurring solely on sidewalks or public rights-of-way immediately adjacent to public streets.

(g) ‘*Community Event Coordinator*’ means the Manager of Arts and Cultural Services or his or her designee.

(h) *‘Extraordinary police services’* means responsive police services which are in addition to and in excess of the normal police services provided to the location or off-site as a direct result of the event.

(i) *‘Fire Chief’* means the Fire Chief for the City of Wichita or his or her designee.

(j) *‘Motor vehicle’* means every self-propelled vehicle other than a motorized wheelchair.

(k) *‘Motorcycle’* means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground.

(l) *‘Motor vehicle event’* means motorcades, automobile cruises, motorcycle runs, motorcycle rallies or parades in which more than eighty percent (80%) of the entries are motor vehicles.

(m) *‘Parade’* means an organized procession of persons, motor vehicles, bicycles, floats, animals or large objects or any combination thereof traveling in unison along or upon a street or roadway in the City which requires the closure of streets or the regulation of vehicular traffic by law enforcement to prevent a conflict with the normal or regular flow of traffic upon the street or roadway.

(n) *‘Park Property’* means all grounds, roadways and land acquired and owned by the City; and all grounds, roadways and land owned by the Board of Park Commissioners of the City of Wichita, Kansas, which are designated for

use as a park or recreational facility by the City Council and are under the management of the Department of Park and Recreation of the City of Wichita,

(o) *‘Permit holder’* means the person who has been issued a community event permit by the City of Wichita.

(p) *‘Person’* shall mean a natural person or a legal entity such as, but not limited to an individual, firm, association, joint stock company, partnership or corporation.

(q) *‘Private property’* means all property that is located within the boundaries of the City, except for property that is owned by the City.

(r) *‘Public property’* means any public land, outdoor park and outdoor recreational facilities, streets, highways, municipal parking lots, parkways or alleys, public spaces and rights-of-way within the City.

(s) *‘Street’ or ‘highway’* means the entire width between property lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic. Where the word "highway" or the word "street" is used in this title, it means street, avenue, boulevard, thoroughfare, trafficway, alley and any other public way for vehicular travel by whatever name unless the context clearly indicates otherwise.

(t) *‘Superintendent of Central Inspection’* means the Superintendent of Central Inspection for the City of Wichita or his or her designee.

(u) *‘Temporary Entertainment District’* means a defined area, which includes city streets and public sidewalks, on which the City Council has authorized the sale, possession or consumption of alcoholic liquor for a specified

period of time, during a community event which has been properly licensed under this chapter.

(v) ‘*Vehicle*’ means every device in, upon or by which any person or property is or may be transported or drawn upon a street, highway or roadway.”

SECTION 2. Section 3.11.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Application. (a) To receive a community event permit, the applicant must file a completed community event application with the Manager of Arts and Cultural Services, or other designated representative, on a form provided by the City. Incomplete applications will not be accepted. The applicant must provide the following information:

(1) The type of proposed use, event, or activity; i.e., fun run, carnival, festival;

(2) The street or other public or private property and the specific area or areas thereof which will be utilized in connection with the proposed use, event, or activity;

(3) The date or dates and the specific times thereof, including set-up and tear-down, that the public property is to be utilized for the described use, event, or activity;

(4) The name, address and telephone number of the person, entity or organization sponsoring or conducting the proposed event;

(5) The name, address and telephone number of the person or persons to be contacted regarding the application or permit;

(6) The number of past participants who attended previous events sponsored by the applicant, if available;

(7) The maximum number of persons which the applicant shall permit to attend at any time;

(8) Whether alcohol or cereal malt beverages will be available at the event;

(9) The applicant shall submit a site plan which includes:

(a) Any plans for fencing, and the size and location of the gates contained in such fence;

(b) The plans for supplying potable water, including the source, amount available and location of outlets;

(c) The placement of any stages;

(d) A map of the event identifying any and all street closures and placement of any barricades, with a designation of the types of barricades to be used;

(e) The plans for providing toilet and lavatory facilities, including the source, number and location, type, and the means of disposing of waste deposited;

(f) The plans for collection and disposing of solid waste material;

(g) The plans, if any, to illuminate the location of the community event, including the source and amount of power and the location of lamps;

(h) The plans for parking vehicles, including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots and any shuttle service;

(i) The plans for sound and sound amplification, if any, including number, location and power of amplifiers and speakers;

(j) The placement and size of any signage for the event;

(k) The plans for seating, tables, bleachers or seating facilities;

(l) The plans, location, and fencing for any beer gardens or other areas serving cereal malt beverages;

(m) The plans for electrical power and generators, if applicable;

(n) The plans and location of any tents or canopies and the size of any such tent or canopy;

(o) The plans and location of any portable amusement park or inflatable rides;

(p) The plans and locations, if any, where alcohol or cereal malt beverage will be sold or consumed.

(10) The plan for any parade, or motor vehicle event including:

(a) Date of parade or event;

(b) A map or diagram of the route to be traveled, the starting point and termination point;

(c) Approximate number of persons, animals and vehicles which will constitute such parade or motor vehicle event, including the type of animals and description of the vehicles;

(d) The time when such parade or motor vehicle event will start and terminate;

(e) A statement as to whether the parade or motor vehicle event will occupy all or only a portion of the streets proposed to be traversed;

(f) The time and location by streets of any assembly areas for such parade or motor vehicle event.

11) Security. All security must be provided by certified law enforcement officers and/or approved private security firms licensed pursuant to Chapter 3.72 of the Code of the City of Wichita. The applicant shall be responsible for all costs incurred in providing security for the event;

(12) The plans for food and beverage concessions and concessionaires who will be allowed to operate on the grounds, including the names and addresses of all concessionaires and their license or permit numbers, if applicable;

(13) The plans and specific description for each of any other type of vendor or amusement or entertainment provider who will be

allowed to operate on the grounds, including the names and addresses of such vendors and their license or permit numbers, if any;

(14) Proof of liability insurance for the event as required by Section 3.11.130;

(15) Receipt for payment of the application fee as set forth in Section 3.11.070.

(b) The Chief of Police shall establish a formula for determining the minimum number of officers necessary to provide adequate security for the event. The criteria set forth by the Chief shall be the sole criteria utilized in determining the security necessary for the specific event. In establishing the formula, the following criteria shall be utilized by the Chief of Police:

- (1) Number of event participants;
- (2) Number of past event participants, if available;
- (3) Whether alcohol is served or sold at the event;
- (4) The time and duration of the event;
- (5) Location or venue of the event;
- (6) Number of street closures required for the event;
- (7) Number of private security officers employed for the event;
- (8) Whether admission is charged for the event;
- (9) Size of area where alcohol is served;
- (10) Means of ingress and egress to the event.

In determining the amount of officers needed to provide security for an event, the Chief of Police shall not consider the content of the applicant's speech,

the measure of hostility likely to be created by the applicant's speech or the response of others who may oppose the event.

(c) The Chief of Police shall establish a formula for determining the minimum number of officers necessary to provide traffic enforcement and rerouting of traffic for parades which are part of a community event. All traffic enforcement, street closures and redirection of traffic necessitated by a parade or motor vehicle event must be provided by certified law enforcement officers. The criteria set forth by the Chief shall be the sole criteria utilized in determining the City personnel necessary for the parade or motor vehicle event. In establishing the formula, the following criteria shall be utilized by the Chief of Police:

- (1) Number of entries or participants;
- (2) Whether the parade includes motor vehicles or all participants are walking;
- (3) Duration and length of parade;
- (4) Time and day of the week of the parade;
- (5) The number and types of intersections required to be closed;
- (6) The amount of traffic to be rerouted;
- (7) Whether entire or partial roads are closed.

(d) All applications must be complete, including payment of the application and community event licensing fees, and submitted in accordance with the time limits established by Section 3.11.070.”

SECTION 3. Section 3.11.080 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Review Process. Subject to Section 3.11.090, the Community Events Coordinator shall approve a community event permit if it is determined that all of the following criteria have been met:

- (a) The event will not obstruct the operation of emergency vehicles or equipment in or through the particular permit area;
- (b) The proposed event does not present a safety, noise, or traffic hazard;
- (c) The proposed event conforms to regulations regarding the use or allowable number of participants for the proposed venue, location, or site; and
- (d) The proposed event does not violate any provisions of the Code of the City of Wichita, the laws of the State of Kansas or the laws of the United States;
- (e) If the proposed event is to occur on park property, the event conforms to regulations of the Board of Park Commissioners;
- (f) If the event requires the closure of public streets, such street closures have been approved by the City Council;
- (g) If the event requests exclusive use of park property, such request has been approved by the City Council pursuant to Section 9.03.170 of the Code of the City of Wichita;
- (h) The proposed parade or motor vehicle event complies with the provisions of Section 3.14.050;

(i) In deciding whether to approve an application, no consideration may be given to the message of the event, the content of speech, the identity or associational relationships of the applicant, or to any assumptions or predictions as to the amount of hostility which may be aroused in the public by the content of speech or message conveyed by the event.”

SECTION 4. The originals of Sections 3.11.020, 3.11.060 and 3.11.080 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 5. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective on January 1, 2011.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of July, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED

06/30/2010

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 3.11.020, 3.11.060 AND 3.11.080 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COMMUNITY EVENTS AND OBSTRUCTING STREETS AND SIDEWALKS AND REPEALING THE ORIGINALS OF SAID SECTIONS OF THE CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 3.11.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Definitions. (a) *'Applicant'* means ~~the~~ any person who has filed a written application for a community event or street closure that is responsible for conducting the event and the responsible organization, corporation or other group on whose behalf the individual is requesting the permit.

(b) *'Chief of Police'* means the Chief of Police for the City of Wichita and his or her designee.

(c) *'Church'* means private property utilized on a regular basis, but in no case less than a weekly basis, for ~~conducting classes and/or~~ worship services including, without limitation, a ~~church~~, synagogue or mosque.

(d) *'City'* means the City of Wichita.

(e) 'Closure of streets' means the restriction of vehicular traffic to a street or roadway or portion thereof, and includes the manual control of traffic at intersections by police.

~~(e)~~ (f) 'Community event' means:

(1) An outdoor event on public property with an expected attendance for the duration of the event of one hundred (100) or more persons, organized for a particular and limited purpose and time;

(2) Outdoor events on private property or which occur in City of Wichita parks with an expected attendance for the duration of the event of two hundred fifty (250) or more people, organized for a particular and limited purpose and time.

Such events shall include, but not be limited to: fun runs, roadway foot races, fundraising walks, bikeathons, motor vehicle events, bike races, carnivals, festivals, community celebrations, shows, exhibitions, circuses and fairs. Such term shall also include parades when held in conjunction with a community event as defined by this section, which event is sponsored or conducted by the same applicant. Such term shall not include events, other than fun runs or races, occurring solely on sidewalks or public rights-of-way immediately adjacent to public streets.

~~(f)~~ (g) 'Community Event Coordinator' means the Manager of Arts and Cultural Services or his or her designee.

~~(g)~~ (h) ‘*Extraordinary police services*’ means responsive police services which are in addition to and in excess of the normal police services provided to the location or off-site as a direct result of the event.

~~(h)~~ (i) ‘*Fire Chief*’ means the Fire Chief for the City of Wichita or his or her designee.

(j) ‘*Motor vehicle means every self-propelled vehicle other than a motorized wheelchair.*

(k) ‘*Motorcycle*’ means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground.

~~(i)~~ (l) ‘*Motor vehicle event*’ means motorcades, automobile cruises, motorcycle runs, motorcycle rallies or parades in which more than eighty percent (80%) of the entries are motor vehicles.

~~(j)~~ (m) ‘*Parade*’ means an organized procession of persons, motor vehicles, bicycles, floats, animals or large objects or any combination thereof traveling in unison along or upon a street or roadway in the City which requires the closure of streets or the regulation of vehicular traffic by law enforcement to prevent a conflict with the normal or regular flow of traffic upon the street or roadway.

~~(i)~~ (n) ‘*Park Property*’ means all grounds, roadways and land acquired and owned by the City; and all grounds, roadways and land owned by the Board of Park Commissioners of the City of Wichita, Kansas, which are designated for

use as a park or recreational facility by the City Council and are under the management of the Department of Park and ~~Recreation~~ of the City of Wichita,

~~(j)~~ (o) ‘*Permit holder*’ means the person who has been issued a community event permit by the City of Wichita.

~~(k)~~ (p) ‘*Person*’ shall mean a natural person or a legal entity such as, but not limited to an individual, firm, association, joint stock company, partnership or corporation.

~~(l)~~ (q) ‘*Private property*’ means all property that is located within the boundaries of the City, except for property that is owned by the City.

~~(m)~~ (r) ‘*Public property*’ means any ~~dedicated or undedicated~~ public land, outdoor park and outdoor recreational facilities, streets, highways, municipal parking lots, parkways or alleys, public spaces and rights-of-way within the City.

~~(n)~~ (s) ‘*Street*’ or ‘*highway*’ means the entire width between property lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic. Where the word "highway" or the word "street" is used in this title, it means street, avenue, boulevard, thoroughfare, trafficway, alley and any other public way for vehicular travel by whatever name unless the context clearly indicates otherwise.

~~(o)~~ (t) ‘*Superintendent of Central Inspection*’ means the Superintendent of Central Inspection for the City of Wichita or his or her designee.

~~(p)~~ (u) ‘*Temporary Entertainment District*’ means a defined area, which includes city streets and public sidewalks, on which the City Council has authorized the sale, possession or consumption of alcoholic liquor for a specified

period of time, during a community event which has been properly licensed under this chapter.

(v) ‘Vehicle’ means every device in, upon or by which any person or property is or may be transported or drawn upon a street, highway or roadway.”

SECTION 2. Section 3.11.060 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Application. (a) To receive a community event permit, the applicant must file a completed community event application with the Manager of Arts and Cultural Services, or other designated representative, on a form provided by the City. Incomplete applications will not be accepted. The applicant must provide the following information:

(1) The type of proposed use, event, or activity; i.e., fun run, carnival, festival;

(2) The street or other public or private property and the specific area or areas thereof which will be utilized in connection with the proposed use, event, or activity;

(3) The date or dates and the specific times thereof, including set-up and tear-down, that the public property is to be utilized for the described use, event, or activity;

(4) The name, address and telephone number of the person, entity or organization sponsoring or conducting the proposed event;

(5) The name, address and telephone number of the person or persons to be contacted regarding the application or permit;

(6) The number of past participants who attended previous events sponsored by the applicant, if available;

(7) The maximum number of persons which the applicant shall permit to attend at any time;

(8) Whether alcohol or cereal malt beverages will be available at the event;

(9) The applicant shall submit a site plan which includes:

(a) Any plans for fencing, and the size and location of the gates contained in such fence;

(b) The plans for supplying potable water, including the source, amount available and location of outlets;

(c) The placement of any stages;

(d) A map of the event identifying any and all street closures and placement of any barricades, with a designation of the types of barricades to be used;

(e) The plans for providing toilet and lavatory facilities, including the source, number and location, type, and the means of disposing of waste deposited;

(f) The plans for collection and disposing of solid waste material;

(g) The plans, if any, to illuminate the location of the community event, including the source and amount of power and the location of lamps;

(h) The plans for parking vehicles, including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots and any shuttle service;

(i) The plans for sound and sound amplification, if any, including number, location and power of amplifiers and speakers;

(j) The placement and size of any signage for the event;

(k) The plans for seating, tables, bleachers or seating facilities;

(l) The plans, location, and fencing for any beer gardens or other areas serving cereal malt beverages;

(m) The plans for electrical power and generators, if applicable;

(n) The plans and location of any tents or canopies and the size of any such tent or canopy;

(o) The plans and location of any portable amusement park or inflatable rides;

(p) The plans and locations, if any, where alcohol or cereal malt beverage will be sold or consumed.

(10) The plan for any parade, or motor vehicle event including:

(a) Date of parade or event;

(b) A map or diagram of the route to be traveled, the starting point and termination point;

(c) Approximate number of persons, animals and vehicles which will constitute such parade or motor vehicle event, including the type of animals and description of the vehicles;

(d) The time when such parade or motor vehicle event will start and terminate;

(e) A statement as to whether the parade or motor vehicle event will occupy all or only a portion of the streets proposed to be traversed;

(f) The time and location by streets of any assembly areas for such parade or motor vehicle event.

~~(10)~~ (11) Security. All security must be provided by certified law enforcement officers and/or approved private security firms licensed pursuant to Chapter 3.72 of the Code of the City of Wichita. The applicant shall be responsible for all costs incurred in providing security for the event;

~~(11)~~ (12) The plans for food and beverage concessions and concessionaires who will be allowed to operate on the grounds, including the names and addresses of all concessionaires and their license or permit numbers, if applicable;

~~(12)~~ (13) The plans and specific description for each of any other type of vendor or amusement or entertainment provider who will be

allowed to operate on the grounds, including the names and addresses of such vendors and their license or permit numbers, if any;

~~(13)~~ (14) Proof of liability insurance for the event as required by Section 3.11.130;

~~(14)~~ (15) Receipt for payment of the application fee as set forth in Section 3.11.070.

(b) The Chief of Police shall establish a formula for determining the minimum number of officers necessary to provide adequate security for the event. The criteria set forth by the Chief shall be the sole criteria utilized in determining the security necessary for the specific event. In establishing the formula, the following criteria shall be utilized by the Chief of Police:

- (1) Number of event participants;
- (2) Number of past event participants, if available;
- (3) Whether alcohol is served or sold at the event;
- (4) The time and duration of the event;
- (5) Location or venue of the event;
- (6) Number of street closures required for the event;
- (7) Number of private security officers employed for the event;
- (8) Whether admission is charged for the event;
- (9) Size of area where alcohol is served;
- (10) Means of ingress and egress to the event.

In determining the amount of officers needed to provide security for an event, the Chief of Police shall not consider the content of the applicant's speech,

the measure of hostility likely to be created by the applicant's speech or the response of others who may oppose the event.

(c) The Chief of Police shall establish a formula for determining the minimum number of officers necessary to provide traffic enforcement and rerouting of traffic for parades which are part of a community event. All traffic enforcement, street closures and redirection of traffic necessitated by a parade or motor vehicle event must be provided by certified law enforcement officers. The criteria set forth by the Chief shall be the sole criteria utilized in determining the City personnel necessary for the parade or motor vehicle event. In establishing the formula, the following criteria shall be utilized by the Chief of Police:

(1) Number of entries or participants;

(2) Whether the parade includes motor vehicles or all participants are walking;

(3) Duration and length of parade;

(4) Time and day of the week of the parade;

(5) The number and types of intersections required to be closed;

(6) The amount of traffic to be rerouted;

(7) Whether entire or partial roads are closed.

~~(c)~~ (d) All applications must be complete, including payment of the application and community event licensing fees, and submitted in accordance with the time limits established by Section 3.11.070.”

SECTION 3. Section 3.11.080 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Review Process. Subject to Section 3.11.090, the Community Events Coordinator shall approve a community event permit if it is determined that all of the following criteria have been met:

- (a) The event will not obstruct the operation of emergency vehicles or equipment in or through the particular permit area;
- (b) The proposed event does not present a safety, noise, or traffic hazard;
- (c) The proposed event conforms to regulations regarding the use or allowable number of participants for the proposed venue, location, or site; and
- (d) The proposed event does not violate any provisions of the Code of the City of Wichita, the laws of the State of Kansas or the laws of the United States;
- (e) If the proposed event is to occur on park property, the event conforms to regulations of the Board of Park Commissioners;
- (f) If the event requires the closure of public streets, such street closures have been approved by the City Council;
- (g) If the event requests exclusive use of park property, such request has been approved by the City Council pursuant to Section 9.03.170 of the Code of the City of Wichita;
- (h) The proposed parade or motor vehicle event complies with the provisions of Section 3.14.050;

~~(h)~~ (i) In deciding whether to approve an application, no consideration may be given to the message of the event, the content of speech, the identity or associational relationships of the applicant, or to any assumptions or predictions as to the amount of hostility which may be aroused in the public by the content of speech or message conveyed by the event.”

SECTION 4. The originals of Sections 3.11.020, 3.11.060 and 3.11.080 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 5. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective on January 1, 2011.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on July 23, 2010

07/08/2010

ORDINANCE NO. 48-767

AN ORDINANCE CREATING SECTIONS 3.14.010, 3.14.020, 3.14.030, 3.14.040, 3.14.050, 3.14.060, 3.14.070, 3.14.080, 3.14.090, 3.14.100, 3.14.110 AND 3.14.120 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PARADES AND REPEALING CHAPTER 3.13 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 3.14.010 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"Definitions. 'Applicant' means any person who has filed a written application for a parade that is responsible for conducting the parade and the responsible organization, corporation or other group on whose behalf the individual is requesting the permit.

'Chief of Police' shall mean the Chief of Police of the City of Wichita, Kansas.

'City' means the City of Wichita, Kansas.

'City Personnel and Equipment Fee' is an amount of money that the City requires a parade permit holder to pay to cover the actual costs of providing traffic control and clean-up associated with providing City personnel and equipment in connection with the parade activity.

‘Closure of streets’ means the restriction of vehicular traffic to a street or roadway or portion thereof, and includes the manual control of traffic at intersections by police.

‘Fire Chief’ shall mean the Fire Chief of the City of Wichita, Kansas.

‘March’ means a parade of persons on foot, in wheelchairs or strollers, and does not include the use of motorized vehicles, bicycles, floats or animals. The march is facilitated by mobile police officers on motorcycles, bicycles, on foot or in vehicles who create and maintain a zone of protection around marchers and provide traffic control as they move along the route.

‘Motor vehicle’ means every self-powered vehicle other than a motorized wheelchair.

‘Motor vehicle event’ means motorcades, automobile cruises, motorcycle runs, motorcycle rallies or parades in which more than eighty percent (80%) of the entries are motor vehicles.

‘Motorcycle’ means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground.

‘Parade’ means: an organized procession of persons, motor vehicles, bicycles, floats, animals or large objects, or any combination thereof traveling in unison along or upon a street or roadway which requires the closure of streets and/or intersections or the regulation of vehicular traffic by police to prevent a conflict with the normal or regular flow of traffic upon the street or roadway.

‘Parade permit’ is a permit as required by this Chapter.

‘Permit holder’ means the person who has been issued a parade permit by the City of Wichita.

‘Person’ is any person, firm partnership, association, corporation, company or organization of any kind.

‘Roadway’ means that portion of a street improved, designed or ordinarily used for vehicular traffic exclusive of the berm or shoulder.

‘Sidewalk’ means that portion of a street between the curb line or the lateral lines of a roadway and the adjacent property lines intended for use by pedestrians.

‘Street’ means the entire width between property lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic. Where the word ‘street’ is used in this chapter, it means street, avenue, boulevard, thoroughfare, trafficway, alley and any other public way for vehicular traffic by whatever name unless the context clearly indicates otherwise.

‘Vehicle’ means every device in, upon or by which any person or property is or may be transported or drawn upon a street, highway or roadway.”

SECTION 2. Section 3.14.020 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"Permit required; Unlawful acts; Exceptions. (a) It shall be unlawful for any person to stage, present or conduct any parade without first having obtained a parade permit.

(b) Parades which are part of a community event, as defined by Section 3.11.020, shall obtain a community event permit as required by Chapter 3.11 of the Code of the City of Wichita. No additional permit or fees for these activities will be required by this chapter.

(c) It shall be unlawful for any person to participate in a parade or motor vehicle event for which the person knows a parade or community event permit has not been granted.

(d) It shall be unlawful for any person in charge of, or responsible for the conduct of, a parade or community event to knowingly fail to comply with any condition of the parade or community event permit.

(e) This chapter shall not apply to:

(1) Funeral processions, which are regulated by Chapter 3.74 of the Code of the City of Wichita;

(2) A governmental agency acting within the scope of its functions;

(3) Sidewalk processions or marches conducted entirely on sidewalks which observe and comply with traffic regulations and traffic control devices.”

SECTION 3. Section 3.14.030 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Application. A person seeking issuance of a parade permit shall file an application with the City Treasurer on forms provided by the City Treasurer.

(a) **Application Filing Period.** An application for a parade permit shall be filed with the City Treasurer not less than seven business days before the date on which it is proposed to conduct the parade. The applications shall be signed by the applicant.

(b) **Late Applications.** The Chief of Police, or his or her designee, shall consider applications that are received after the seven day filing period. The Chief of Police, or his or her designee, shall approve a late application if he or she finds that there is adequate time to review the application, there are City personnel and equipment available to support the parade activity, and the standards for permit issuance set forth in Section 3.14.050 are met. The speech content of the parade shall not be a consideration in whether or not approval of a late application is granted.

(c) **Approval/Disapproval of Application.** The Chief of Police, or his or her designee, shall be responsible for the processing and review of the application. The Chief of Police, or his or her designee, shall act upon the application for a parade permit within four business days after the filing thereof. The applicant will be notified by the City Treasurer if the application has been approved or disapproved. If, due to the nature or scope of the parade, the application cannot be reviewed within four business days, the Chief of Police, or his or her designee, shall notify the applicant within four business days after the filing of the application that additional time is required. The length of any additional time necessary to consider the application shall be no greater than is

reasonably necessary, considering the nature and scope of the parade. However, in no event shall the Chief of Police approve or disapprove an application less than forty-eight hours prior to the parade. If the Chief of Police, or his or her designee, disapproves the application, the City Treasurer shall mail to the applicant, within five business days after the date on which the application was filed, a written notice of disapproval, which shall set forth the reasons for disapproval of the permit and the applicant's right of appeal. The Chief of Police, or his or her designee, is empowered to consider alternative dates, times and locations presented by the applicant provided these alternatives meet the standards for issuance set forth in Section 3.14.050. No additional processing fee will be charged for consideration of alternative dates, times and locations, provided the alternatives are presented by the applicant contemporaneously with the notice of disapproval.

(d) **Application Contents.** The application for a parade permit shall set forth the following information:

(1) The name, address and telephone number of the person or entity seeking to conduct such parade;

(2) If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization;

(3) The name, address and telephone number of the person who will be responsible for the conduct of the parade;

- (4) The date when the parade is to be conducted;
- (5) A map or diagram of the route to be traveled, the starting point and the termination point;
- (6) The approximate number of persons, animals and vehicles which will constitute the parade; including the type of animals and description of any vehicles;
- (7) The time when such parade will start and terminate;
- (8) A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;
- (9) The time and location by streets of any assembly areas for such parade.”

SECTION 4. Section 3.14.040 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“**Fees.** (a) **Processing Fee.** At the time of filing of an application for a parade permit, there shall be paid a processing fee of \$50.00 for the administrative costs associated with processing the application.

(b) **City Personnel and Equipment Fee.** In addition to the processing fees, parade permit applicants, for parades occurring on or after January 1, 2011, shall pay, upon issuance of the permit, a percentage or portion of the actual City Personnel and Equipment Fees necessitated by the parade.

The percentage or portion of City Personnel and Equipment Fees subject to recovery shall be established by the City Manager. Such schedule of recoverable fees shall be approved by a resolution of the City Council.

(c) The Chief of Police shall establish a formula for determining the minimum number of law enforcement officers necessary to provide traffic enforcement and rerouting of traffic for the proposed parade. All traffic enforcement, street closures and redirection of traffic necessitated by a parade must be provided by certified law enforcement officers. The criteria set forth by the Chief shall be the sole criteria utilized in determining the City personnel necessary for the parade. In establishing the formula, the following criteria shall be utilized by the Chief of Police:

- (1) Number of entries or participants;
- (2) Whether the parade includes motor vehicles or all participants are walking;
- (3) Duration of parade;
- (4) Time and day of the week of the event;
- (5) The number and type of streets and intersections to be closed;
- (6) The amount of traffic to be rerouted;
- (7) Whether entire or partial roads are closed.

In determining the amount of officers needed to provide traffic control for the parade, the Chief shall not consider the speech content of the parade activity. No costs shall be assessed for the security required for the parade.

(d) All marches, as defined by this chapter, shall not be required to pay city personnel or equipment fees. Such marches shall only pay the application fee of fifty dollars (\$50.00).

(e) **Fee Reconsideration.** If any person or organization disagrees with the determination of the amount of the City Personnel and Equipment Fee, that person or organization may request reconsideration in accordance with the appeal procedures set forth in Section 3.14.080. This reconsideration procedure shall be exclusive means for fee reconsideration, and no elected or appointed official may otherwise waive or fail to assess processing fees and personnel and equipment fees.

(f) **Fee Refunds.** If the permit holder is unable to hold or conduct the approved parade due to inclement weather or some other cause not within the permit holder's control, the permit holder may submit a written request for the refund of City Personnel and Equipment Fees to the City Treasurer within ten days after the date on which the parade was to be held. The City Treasurer shall reduce the City Personnel and Equipment Fee to ensure that the permittee is charged only for the actual costs of City personnel and equipment provided in support of the parade activity. The City Treasurer shall refund any excess City Personnel and Equipment Fees paid, except for the fifty dollar (\$50.00) processing fee.

SECTION 5. Section 3.14.050 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Standards for issuance. The Chief of Police or his or her designee shall approve issuance of a permit as provided for under this chapter when, from a consideration of the application and from such other information as may otherwise be obtained, he or she finds that:

(a) The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;

(b) The conduct of the parade will not require the diversion of so great a number of police officers of the City as to prevent normal police protection to the City;

(c) The concentration of persons, animals and vehicles at assembly points of the parade will not interfere with adequate fire and police protection of, or ambulance service to, areas contiguous to such assembly areas;

(d) The conduct of such parade will not interfere with the movement of emergency equipment;

(e) The conduct of the parade is not reasonably likely to cause injury to persons, property, roadways or public property;

(f) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route;

(g) The parade is not to be held for the sole purpose of advertising any product, goods, or event, and is not designed to be held purely for private profit.

Provided, however, that this prohibition shall not apply to signs identifying organizations or sponsors furnishing or sponsoring floats or transportation for any given parade;

(h) The course and/or time of the proposed parade does not interfere with the parade of any other person or organization who currently holds or has applied for a parade permit;

(i) The permit application is incomplete;

(j) The applicant has had a parade permit revoked within the preceding two years of the application;

(k) The applicant has failed to pay all necessary fees;

(l) The parade is scheduled to be conducted between the heavy traffic demand hours of seven a.m. and nine a.m. and four p.m. and six p.m.

(m) No parade permit shall be issued for a parade to be held on any portion of highways U.S. 54, I-235, I-135 and K-96.

(o) The applicant shall designate the starting point of the parade and its termination point. No parade shall travel over any portion of a street on the same route more than once during one parade but shall move from point of origin to point of destination in a reasonably continuous manner.

The speech content of the parade shall not be a consideration in reviewing the standards for permit issuance.”

SECTION 6. Section 3.14.060 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Notice to other city officials. Immediately upon the issuance of a parade permit, the City Treasurer shall send a copy thereof to the following:

- (a) The City Manager;
- (b) The Chief of Police;
- (c) The Fire Chief;
- (d) The Director of Wichita Transit;
- (e) The Sedgwick County Director of Emergency Communications (911);
- (f) The Director of Public Works;
- (g) The City Engineer;
- (h) The Director of Park and Recreation (when proposed route cuts through or is adjacent to a park).”

SECTION 7. Section 3.14.070 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Contents of permit. Each parade permit shall state the following information:

- (a) Date and location of the parade;
- (b) Starting time and termination time of the parade;
- (c) The portions of the streets to be traversed that may be occupied by the parade;
- (d) The maximum length of the parade in miles or fractions thereof;

(e) Such other information as the Chief of Police or his or her designee shall find necessary to the enforcement of this chapter.”

SECTION 8. Section 3.14.080 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Appeal procedure. (a) Any person aggrieved by the denial or revocation or a parade permit shall have the right to appeal the denial or revocation by filing an immediate request for a hearing which shall be conducted by the City Manager. The hearing on appeal shall be scheduled and held by the City Manager no later than three business days after the notice of appeal is filed with the City Manager’s Office. The sole issue for determination by the City Manager shall be whether the decision of the Chief of Police, or his or her designee, was within the scope of his or her authority, supported by substantial evidence and not arbitrary and capricious. The filing of a written appeal under this subsection shall not stay any fees assessed, denial of a parade permit or revocation of a parade permit by the Chief of Police or his or her designee.

(b) The City Manager’s decision regarding an appeal for reconsideration of the determination of the amount of the City Personnel and Equipment Fees shall not be appealable to the City Council. ”

SECTION 9. Section 3.14.085 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Appeal to City Council. (a) In the event that an applicant or a permit holder desires to appeal the decision of the City Manager regarding the denial or revocation of a permit to the City Council, written notice of such appeal

shall be filed with the City Clerk within ten business days of the date upon the City Manager's written decision. Any appeal taken from the decision of the City Manager shall stay the Manager's order until the matter is heard and a decision rendered by the City Council.

(b) The City Clerk shall schedule a hearing before the City Council at its next regularly scheduled meeting, which shall occur no later than thirty days from the date of the filing of the Notice of Appeal with the City Clerk.

(c) The City Council may approve the denial or revocation, overrule the denial or revocation or modify the decision of the City Manager.

(d) The Council's decision may be appealed to the Eighteenth Judicial District Court of Kansas pursuant to K.S.A. 60-201, *et seq.*, and any amendments thereto. Any such appeal to the District Court shall not stay the order by the City Council."

SECTION 10. Section 3.14.090 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

"Duties of permit holder. (a) A permit holder hereunder shall comply with all permit directions and conditions and with applicable laws and ordinances.

(b) The person heading or leading such activity shall carry the parade permit upon his person during the conduct of the parade, and shall be responsible for moving the parade from its point of origin to its point of termination expeditiously and without unreasonable delays in route."

SECTION 11. Section 3.14.100 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Public conduct during parades and motor vehicle events. (a)

No person shall unreasonably hamper, obstruct or impede, or interfere with any parade, motor vehicle event, or any person, vehicle or animal participating or used in a parade or motor vehicle event.

(b) No driver of any vehicle shall drive between the vehicles or persons comprising a parade or motor vehicle event when such vehicles or persons are in motion and are conspicuously designated as a parade or motor vehicle event. Provided, however, that this prohibition shall not apply to police, fire or ambulance vehicles when engaged in police, fire or ambulance functions.

(c) The Chief of Police and Director of Public Works shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street or part thereof constituting a part of a parade or motor vehicle event, and to post signs to such effect. It shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on an un-posted street in violation of this chapter.

(d) It shall be unlawful for any person as a parade or motor vehicle event participant to discharge or fire any gun, pistol, air rifle, pellet gun, BB gun or any firearm, as a part of, during, or along any parade route while a parade is in progress, provided, however, that firearms loaded with blank ammunition which when discharged does not produce any noise greater than that produced by .22 caliber blank ammunition may be used as a part of the parade. This prohibition

shall not apply to law enforcement officers engaged in the performance of their duties.”

SECTION 12. Section 3.14.110 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Revocation of permit. If, after issuance of the parade permit and before the date of the parade, there is a violation of any term, condition, restriction or limitation of such permit, the Chief of Police, or his or her designee, shall conduct a review or investigation to determine whether the violation can be remedied prior to the date of the parade. If the violation can be remedied, the parade will proceed as set forth in the permit. If the violation cannot be remedied prior to the date of the parade, the parade permit will be revoked. If the violation occurs during the conduct of the parade, the Chief of Police, or his or her designee, may revoke the permit and immediately terminate all parade activity if he or she determines that the public safety is jeopardized by the violation of parade permit standards. The Chief of Police, or his or her designee, also has the authority to revoke the parade permit and terminate the parade activity when a public emergency arises where police resources required for that emergency are so great that deployment of police services for the parade would have an immediate and adverse effect upon the welfare and safety of persons or property. Appeal of the permit revocation may be taken in accordance with the appeal procedures set forth in Section 3.14.080.”

SECTION 13. Section 3.14.120 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

‘Indemnification. (a) Applicants or parade sponsors must execute a written indemnity agreement in the form required by the City, indemnifying and holding harmless, the City and its officers and employees against all claims, damages or causes of action arising from the parade resulting in injury, damage or death or damage to personal property.

(b) The applicant shall take all reasonable measures necessary to protect the parade participants or marchers.”

SECTION 14. Section 3.11.130 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.”

SECTION 15. The original of Chapter 3.13 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 16. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of July,
2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council Members

SUBJECT: Cereal Malt Beverage License for CMB sales at BlackTop Nationals all Car/Truck & Motorcycle Event and Agreement and MOU regarding disposition of CMB license after the conclusion of the event

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Approve the application for an annual Cereal Malt Beverage (CMB) license submitted by Chris Arnold, dba River City Brewing Co., to allow sale of CMB at the BlackTop Nationals all Car/Truck & Motorcycle Event. Approve the Agreement and Memorandum of Understanding between the City and Mr. Arnold for the surrender of the annual CMB license at the conclusion of the BlackTop Nationals (BTN) event.

Background: Mr. Arnold is the BTN's vendor and applied for a license that would allow the sale of CMB at three different areas within the premises of the event. The director of the Kansas Division of Alcohol Beverage Control has determined that the City of Wichita's "special event" license used to license premises to allow the sale of CMB on a temporary basis is not recognized under state law. These licenses had been used by vendors to enable the temporary sale of CMB on public property at various community events. State law now requires all CMB licenses issued in Kansas to be annual licenses. As a result, any license issued under the City ordinance that is not an annual license is not recognized as issued under state law, and prohibits a licensee from purchasing or obtaining delivery of CMB from a licensed distributor. Approval of Mr. Arnold's license would allow the sale of CMB upon public property for a calendar year, beginning August 23, 2010. The attached Agreement provides that, as a condition for granting the annual license for sale of CMB at the BTN event, Mr. Arnold agrees to surrender that annual license no later than August 30, 2010, which is day following the conclusion of the BTN event.

Analysis: Approval of the annual CMB license would allow the sale of CMB at the BTN event by its vendor. It would also allow for purchase and delivery of CMB from a licensed distributor during the event. Upon conclusion of the BTN event, the Agreement provides for the license to be surrendered and the public area will no longer be considered licensed for CMB sales. This process provides a solution to the problem created by the change in state law, has been approved by the director of the ABC and conforms with all pertinent City ordinances.

Financial Consideration: License fee of \$225.00.

Goal Impact: Enhance the Quality of Life.

Legal Consideration: The CMB license application by Mr. Arnold will be subject to review and approval by required City staff. The Law department has drafted and approved the Agreement and Memorandum of Understanding with BlackTop Nationals, Inc. and Mr. Arnold.

Recommendation/Actions: Approve the annual license for CMB sales at the BlackTop Nationals all Car/Truck & Motorcycle Event by Chris Arnold. Approve the Agreement and MOU providing for surrender of the annual license at the conclusion of the BTN event.

Attachment: Agreement and Memorandum of Understanding

AGREEMENT AND MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT AND MEMORANDUM OF UNDERSTANDING is entered into this ____ day of _____, 2010 between BlackTop Nationals, Inc. 230 N. Mosley, Ste. E, Wichita, Kansas 67202, a corporation existing under the laws of the State of Kansas (“BTN”); BTN vendor, Wichita Hopps, L.L.C. dba River City Brewing Co. (“Vendor”); and the City of Wichita, Kansas (the “City”) to memorialize the agreement of the parties concerning the licensure for sales of cereal malt beverage (CMB) at the BlackTop Nationals all Car/Truck & Motorcycle Event.

WHEREAS, in order for CMB to be sold on the premises of the 2010 BlackTop Nationals all Car/Truck & Motorcycle Event, a license must be issued allowing such activity by the City;

WHEREAS, to be recognized as a CMB license issued under the laws of the State of Kansas, such license must be issued for a calendar year; and

WHEREAS, BTN and Vendor have need of this license only during the dates of the BlackTop Nationals all Car/Truck & Motorcycle Event, which is August 23rd through August 30th, 2010.

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants and agreements set forth below, BTN, Vendor, and the City agree as follows:

Upon receipt of Vendor’s license application, which meets the requirements of State law and City ordinance, the City agrees to grant Vendor a license to sell CMB at the BlackTop Nationals all Car/Truck & Motorcycle Event upon premises to be delineated in Vendor’s license application. Said license will be for the duration of one calendar year as required by the Kansas cereal malt beverage act, specifically, K.S.A. 41-2703(d).

As a condition of accepting said annual license to sell CMB at the BlackTop Nationals all Car/Truck & Motorcycle Event upon premises delineated in Vendor’s license application, Vendor agrees that he will surrender said license back to City upon the close of the BlackTop Nationals all Car/Truck & Motorcycle Event, and in any event no later than the close of business on August 30, 2010. Vendor will provide a written statement indicating his intent to surrender said license and remit both his statement and his copy of the CMB license to the City Hall

Express, 1st Floor, City Hall. BTN agrees to cooperate with and facilitate the surrender and return of Vendor's license if necessary.

The parties agree that this Agreement shall be binding upon the successors and legal representatives of the parties hereto.

IN WITNESS HEREOF, the duly authorized representatives of the parties have hereunto set their hand on the date and year written.

BlackTop Nationals, Inc.

City of Wichita

By: _____
Stephanie Flaming
National Director

By: _____
Carl Brewer
Mayor, City of Wichita

Date: _____

Date: _____

River City Brewing Co.

By: _____
Chris Arnold
Operating Partner

Date: _____

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
July 13, 2010**

TO: Mayor and City Council

SUBJECT: DER 2010-00006 Amendments to the Disposition Supplements and the General Urban Renewal Plan of November 27, 1972, for the Wichita Neighborhood Development Program Urban Renewal Area. (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

DAB Recommendations: I Approve (10-0); II Approve (9-0); III Approve (6-0); IV Deny (4-2); V Approve (5-0); VI Approve (9-0)

Staff Recommendation: Adopt the resolution.

MAPC Recommendation: Approve (13-0). The proposed amendments are in conformance with the Wichita-Sedgwick County Metropolitan Area Comprehensive Plan.

Background: The General Urban Renewal Plan for the Wichita Neighborhood Development Program, Urban Renewal Area was last revised on November 27, 1972. The Plan establishes land uses, development standards, 14 Project Activity Areas (most with unique Disposition Supplements), and a description of techniques to achieve the objectives of the Plan. A recent developer request to amend the General Urban Renewal Plan (URP) has raised questions regarding the relevancy and continued usefulness of the URP provisions and standards. The URP was originally developed in the early 1960's to guide extensive public land acquisition and redevelopment in Wichita's inner city areas. Listed below is a summary of current problems associated with the URP provisions and standards:

- **Outdated and irrelevant** - The URP contains provisions, standards and controls related to land use, building requirements, rehabilitation of existing structures, circulation requirements, signage, redeveloper's obligations, and design objectives. Many of these are inconsistent with current underlying city zoning requirements, relevant city codes and regulations, the adopted City Comprehensive Plan, and contemporary urban planning practices. More current and relevant land use plans exist for much of the URP area. Since the early 1990's, almost a dozen neighborhood/area plans and land use regulations have been adopted by the City Council, covering over 72 per cent of the URP area. A new Downtown Revitalization Master Plan will also be finalized later this year.
- **Administrative enforcement** - The URP provisions, standards and controls apply to any property that has been owned (past or present) by the City or the former Urban Renewal Agency, unless a Development Agreement or deed restriction is in place for a specific property. In most cases, only a detailed and expensive title search can determine chain of title issues. The Urban Renewal Agency functions were taken over by the City in the early 1980's. There are problems with missing URP files; no record of filing URP dispositions; wrong URP land use maps recorded; no centralized tracking of URP files, development agreements and deed restrictions; and illegible maps.
- **Development delays** - Over the years, several amendments have been made to the URP in order to accommodate redevelopment projects in downtown Wichita that were not consistent with the URP

provisions and standards. For the development industry, URP amendments represent unnecessary complications, expenses and delays. Some projects have been stymied because of the URP requirements and associated legal challenges.

The designated URP Project Activity Areas have automatic renewals for various successive 10-year periods, and can be terminated only at the end of each specified period by an action of City Council. Such action would require individual property notifications (any property that has been owned past or present by the City or the former Urban Renewal Agency) and a majority vote of the property owners according to square foot coverage. This would be an extremely expensive, time-consuming and impractical endeavor for the City to undertake. The URP area located outside the designated Project Activity Areas has no specific termination timetable or provision – only plan amendment opportunities such as those proposed at this time.

There are important economic development and legal advantages for the City in retaining the ‘framework’ of the General Urban Renewal Plan. These include City Council’s authority to exercise urban renewal powers if needed (an additional basis for establishing TIF Districts, and the option of eminent domain), and broader authority for tax exemption considerations for city-owned properties.

Analysis: URP amendments are recommended that would leave the Urban Renewal Area and Urban Renewal Plan ‘framework’ in place, but eliminate all problematic provisions and standards that are contrary to the current city zoning requirements, relevant city codes and regulations, and the City’s Comprehensive Plan. The proposed URP amendments would create a new “Deferred Use” category applicable throughout each of the Disposition Supplements and the entirety of the General Urban Renewal Plan Area. Other problematic URP sections (Part D. Urban Renewal Techniques; and Exhibit “A” Residential/Nonresidential Property Rehabilitation Standards) would be repealed. The net effect of these amendments is to allow the underlying zoning requirements of the Wichita-Sedgwick County Unified Zoning Code, relevant city codes and regulations, and planning guidance from the Comprehensive Plan (including the adopted neighborhood/area plans) to prevail. Although the amendments would not eliminate the URP, they remove all of the issues that have been associated with the URP provisions and standards.

According to K.S.A. 17-4747, the planning commission must make a recommendation to the City Council as to the amendment’s conformity with the City’s comprehensive plan. On May 20, 2010, the Wichita-Sedgwick County Metropolitan Area Planning Commission reviewed the proposed URP amendments, and unanimously passed a motion finding the proposed URP amendments to be in conformity with the Wichita-Sedgwick County Comprehensive Plan. Notice of the City Council public hearing for the proposed URP amendments was published in the Wichita Eagle on June 24, 2010.

Financial Considerations: None

Goal Impact: The proposed URP amendments impact two goal areas. They support the goal to Promote Economic Vitality, and the goal to Support a Dynamic Core Area and Vibrant Neighborhoods.

Legal Considerations: The notice of amendment process is consistent with State law. The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: Close the public hearing, adopt the finding of the MAPC and adopt the resolution amending the Disposition Supplements and the General Urban Renewal Plan of November 27, 1972, for the Wichita Neighborhood Development Program Urban Renewal Area.

Attachments: Resolution, Exhibit “A”, Exhibit “B”.

RESOLUTION NO. 10-175

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AMENDING THE DISPOSITION SUPPLEMENTS AND THE GENERAL URBAN RENEWAL PLAN OF NOVEMBER 27, 1972, FOR THE WICHITA NDP URBAN RENEWAL AREA OF WICHITA, KANSAS

WHEREAS, The City of Wichita has a General Urban Renewal Plan for Wichita NDP Urban Renewal Area of Wichita, Kansas, which was adopted on November 27, 1972, and filed of record with the Register of Deeds of Sedgwick County, Kansas, at Film 558, Pages 448-495, on December 14, 1982; and

WHEREAS, the City of Wichita has amended the General Urban Renewal Plan from time to time and adopted Disposition Supplements to such Plan which have been amended from time to time as set forth in Exhibit "A" hereto; and

WHEREAS, the General Urban Renewal Plan and Disposition Supplements have been adopted based upon findings of the governing body of the City of Wichita as set forth at the time of such adoption, which findings remain incorporated into this Resolution in addition to the findings set forth herein; and

WHEREAS, the City of Wichita has developed and today regularly updates zoning regulations, subdivision regulations, building codes, and other relevant codes and regulations, and a comprehensive plan that address development and land use issues that were originally the object of the General Urban Renewal Plan; and

WHEREAS, the City of Wichita proposes to amend the General Urban Renewal Plan and the provisions, restriction and requirements contained in the General Urban Renewal Plan and Disposition Supplements; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission, which is the duly designated and acting official planning body for the locality, has submitted to the governing body its report and recommendations respecting the proposed amendment, which report finds that such amendments are in conformance with the comprehensive plan for the community, and the governing body has duly considered the report of the Planning Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. It is hereby found and determined that amendments to the General Urban Renewal Plan and the Disposition Supplements thereto as listed in Exhibit "A" are necessary to allow the appropriate land use and development of land within the Urban Renewal Area. The amendments are attached hereto as Exhibit "B" and incorporated herein by reference.

2. It is hereby found and determined that the proposed amendments conform to the comprehensive plan of the City of Wichita as a whole.

3. It is hereby found and determined that no individuals or families will be relocated as a result of the amendments.

4. It is hereby found and determined that the proposed amendments will afford maximum opportunity, consistent with the sound needs of the City of Wichita as a whole, for the redevelopment of the Area by private enterprise.

5. It is hereby found and determined that the amendments, by remaining consistent with the Wichita-Sedgwick County Unified Zoning Code, the codes and regulations of the City, and the Wichita-Sedgwick County Comprehensive Plan, provide for an Urban Renewal Plan that is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan's relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.

6. The modifications and amendments to the General Urban Renewal Plan shall be subject to such rights at law or in equity as a lessee or purchaser of property in the urban renewal project, or such successors in interest, may be entitled to assert.

7. The City Clerk is hereby directed to file a record of the amendments approved above with minutes of this meeting and to file the same of record with the Register of Deeds of Sedgwick County, Kansas.

ADOPTED at Wichita, Kansas, this 13th day of July, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

**General Urban Renewal Plan for the Wichita NDP Urban Renewal Area,
Dated November 27, 1972 and filed of record, December 14, 1982, at Film 558, Pages 448-495**

Amended:

Amendment dated November 5, 1991 and filed for record on November 25, 1991
In Film 207 at Page 1813

Amendment dated February 7, 1995 and filed for record on February 7, 1995
In Film 1505 at Pages 1285-1289

Amendment dated February 27, 1996 and filed for record on February 27, 1996
In Film 1590 at Pages 176-179

Amendment dated July 9, 1996 and filed for record on July 9, 1996
In Film 1631 at Pages 31-34

Disposition Supplements

#1 Carol Activity Area; Dated January 17, 1972 and filed for record on May 11, 1973
In Book 58, Page 1130

#2 Waco-Finn; Dated November 11, 1970 and filed for record on April 17, 1973
In Book 55, Page 964

*Originally recorded in MISC. BOOK 701 at Page 418 – 420 on November 8, 1971
#239H, Document 23941

*Re-recorded on November 11, 1971, to include map exhibit omitted in originally recorded document.

*Re-recorded on April 17, 1973, to include map of total project area as Waco-Finn Activity Area I

*Re-recorded on January 20, 1976, to include changes reflected in Section 1,
Land Use Provisions and Building Requirements. At Film 174, Page 66

#3 Central Industrial Corridor; Dated November 27, 1972 and filed for record on January 4, 1973
In Book 43, Page 1292

#4 Administration Center; Dated May 19, 1981 and filed for record on June 23, 1981
In Book 482, Page 1296 (As Amended May 2010)

#5 Park Plaza "C"; Dated February 17, 1972. Not filed of record.

Exhibit "A" – page 1

#6 Evergreen Park; Dated November 27, 1972. Not filed of record.

#7 Midtown Neighborhood; Dated October 27, 1977, and filed for record on August 25, 1980

At Film 434, Page 498

#8 McAdams; Dated June 23, 1987 and filed for record on July 13, 1987
At Film 904, Page 847

#9 Sheridan Park; Dated May 21, 1979 and filed for record on August 23, 1979
At Film 382, Page 813

#R-17 Plaza Park "A"; Dated March 13, 1980 and filed for record on June 23, 1981
At Film 482, Page 1317

Exhibit "A" – page 2

**AMENDMENT
TO
GENERAL URBAN RENEWAL PLAN
OF NOVEMBER 27, 1972
FOR
WICHITA NDP URBAN RENEWAL AREA
WICHITA, KANSAS**

AMENDED July, 2010

**General Urban Renewal Plan was originally recorded on film 558, Pages 448-495, on
the 14th day of December, 1982**

Exhibit “B” – page 1

General Land Use Plan

Part C. General Land Use Plan -- Is amended to read as follows:

The attached plate of General Land Use Plan for the NDP Project Boundary shows the land use for the area covered by this Plan.

The land use category for all properties covered by this Plan is:

Deferred Use – This category permits all land uses allowed on such property by the Wichita-Sedgwick County Unified Zoning Code, as may be amended from time to time. The restrictions and controls applicable to the land use category shall be those set forth in the Wichita-Sedgwick County Unified Zoning Code and relevant codes and regulations of the City of Wichita, as such may be amended from time to time, and shall be consistent with the Wichita-Sedgwick County Comprehensive Plan, as such may be amended from time to time.

Part D. Urban Renewal Techniques – Is Repealed.

Exhibit A. Residential and Nonresidential Property Rehabilitation Standards – Is Repealed.

Disposition Supplements

Those Disposition Supplements identified in Exhibit “A” are each amended to provide that the text of the Land Disposition Controls (also variously referenced as Land Disposition and Redevelopment Controls or Minimum Land Disposition Controls) is deleted and replaced by that for the Deferred Use category as forth in General Land Use Plan above and the Land Use Plan in each is amended to conform to the General Land Use Plan for the NDP Project. The paragraph on Duration of Controls is not amended and remains effective for each Disposition Supplement.

Exhibit “B” – page 2

GENERAL LAND USE PLAN

for the

WICHITA, KANSAS NDP PROJECT

May 2010

GENERAL LAND USE PLAN

for the

WICHITA, KANSAS NDP PROJECT

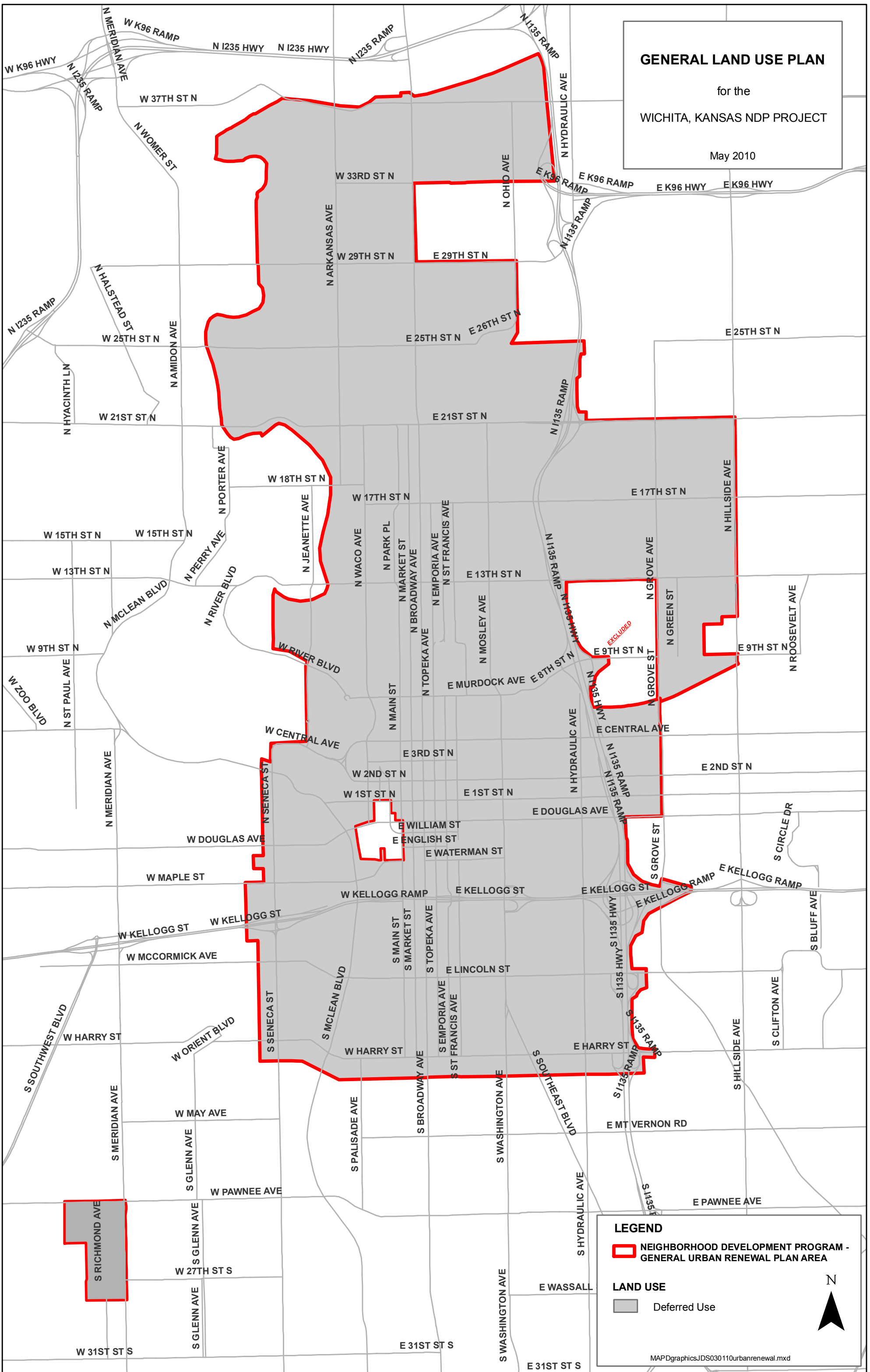
May 2010

GENERAL LAND USE PLAN


for the

WICHITA, KANSAS NDP PROJECT


May 2010




LEGEND

 **NEIGHBORHOOD DEVELOPMENT PROGRAM -
GENERAL URBAN RENEWAL PLAN AREA**


LAND USE

 Deferred Use





MAPDgraphics\JDS030110urbanrenewal.mxd

LEGEND

 **NEIGHBORHOOD DEVELOPMENT PROGRAM -
GENERAL URBAN RENEWAL PLAN AREA**


LAND USE

 Deferred Use





MAPDgraphics\JDS030110urbanrenewal.mxd

LEGEND

 **NEIGHBORHOOD DEVELOPMENT PROGRAM -
GENERAL URBAN RENEWAL PLAN AREA**


LAND USE

 Deferred Use





MAPDgraphics\JDS030110urbanrenewal.mxd

LEGEND

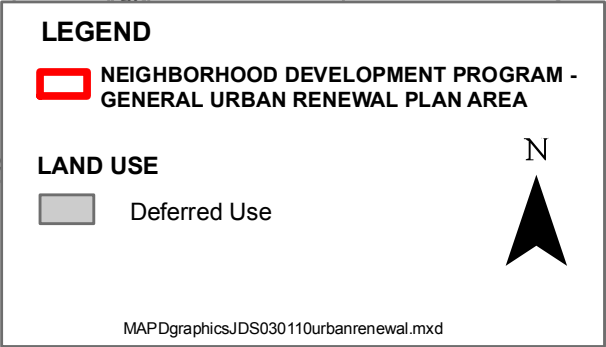
 **NEIGHBORHOOD DEVELOPMENT PROGRAM -
GENERAL URBAN RENEWAL PLAN AREA**

LAND USE


 Deferred Use




MAPDgraphics\JDS030110urbanrenewal.mxd




LEGEND

 **NEIGHBORHOOD DEVELOPMENT PROGRAM -
GENERAL URBAN RENEWAL PLAN AREA**

LAND USE

 Deferred Use



MAPDgraphics\JDS030110urbanrenewal.mxd

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: 17th/Farmview at Woodlawn Intersection Improvement (Districts I & II)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the project.

Background: The 2009-2018 Capital Improvement Program (CIP) includes a project to improve the intersection of 17th/Farmview at Woodlawn. On February 2, 2009, District I & II Advisory Boards held neighborhood hearings on the proposed project. The District I Advisory Board did not have a quorum, but the members present expressed support for the project. The District II Advisory Board voted 8-1 to recommend approval of the project.

Analysis: The proposed project will provide left turn lanes on Woodlawn to both 17th and Farmview Streets. Construction is planned to begin this summer and be completed by year end.

Financial Consideration: The project construction budget contained in the CIP is \$1,000,000. The proposed funding source is General Obligation bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important traffic corridor.

Legal Considerations: The Law Department has approved the authorizing ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the project, place the ordinance on first reading and authorize the necessary signatures.

Attachments: Map, CIP sheet and ordinance.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

1. Prepare in triplicate

2. Send original & 2 copies to budget

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works	Eng	6/21/2010	Total Services at Woodlawn Intersection	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI-200424		2010		
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised		
12. Project Cost Estimate				
ITEM	CO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & curbs	\$1,000,000			\$1,000,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalks				
Water				
Streetscape				
Totals	\$1,000,000			\$1,000,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the project and place the ordinance on 1st Reading				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

12A.

	Yes	No
Platting Required	_____	_____
Lot Split	_____	_____
Petition	_____	_____
Ordered by WCC	_____	_____

Remarks:

472-84007

First Published in the Wichita Eagle on July 23, 2010

ORDINANCE NO. 48-768

AN ORDINANCE DECLARING THE INTERSECTION OF **WOODLAWN AT 17TH STREET NORTH AND FARMVIEW STREET (472-84907)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the intersection of **Woodlawn at 17th Street North and Farmview Street (472-84907)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to the intersection of **Woodlawn at 17th Street North and Farmview Street (472-84907)** as a main trafficway in the following particulars:

The design and construction of a roadway as necessary for a major traffic facility.

SECTION 3. The cost of the above described improvement is estimated to be **One Million Dollars (\$1,000,000)** exclusive of the cost of interest on borrowed money.

Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvement shall be made in accordance with Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the

City Engineer.

SECTION 5. Be it further ordained that the improvement described herein is hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 20th day of July, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW



**City of Wichita
City Council Meeting
July 13, 2010**

TO: Mayor and City Council
SUBJECT: 2011 Proposed Operating Budget
INITIATED BY: City Manager's Office
AGENDA: New Business

Recommendations: Receive and file the 2011 City Manager's Proposed Operating Budget.

Background: The City Council has received the City Manager's Proposed 2011/2012. The Council is scheduled to receive public comment at its weekly Council meetings through August 10, 2010.

Analysis: The Proposed 2011 annual operating budget is \$519,298,864, which does not include internal service funds, capital projects, grant funds, trust funds or interfund transfers. The 2011 Proposed Budget will require a mill levy estimated at 32.142 mills – equal to the rate levied in 2010, and projected to remain unchanged for the seventeenth consecutive year. The 2011 General Fund budget is balanced, with an ending balance projected to be within City Council policy of 10 percent of expenditures.

The 2011 Proposed budget seeks to right size the organization to ensure financial sustainability going forward. It has been developed with feedback from the City Council, the District Advisory Boards, citizens and employees. It is consistent with the core strategic priorities outlined by the Council: protecting property; ensuring physical safety; protecting infrastructure; and creating a growing and sustainable community.

Financial Considerations: The proposed operating budget does not include a mill levy increase as presented, based on the budgeted taxes to be levied and the estimated assessed valuation provided by the Sedgwick County Clerk's Office.

Goal Impact: The City Budget serves as the strategic management guide for allocating resources consistent with the goals of the City Council.

Legal Considerations: As required by law, City of Wichita must hold two public hearings on the budget. One public hearing is required to formally adopt the budget. This must be held at least 10 days prior to August 25; it is scheduled for August 10, 2010. A second public hearing is required to publish notice of the 2011 Proposed Budget, including notice of the maximum amount of taxes to be levied. This public hearing must be at least 10 days prior to the date of budget adoption (August 10th); it is scheduled for July 20, 2010.

Recommendation: It is recommended that the City Council receive and file the 2011 City Manager's Proposed Operating Budget and receive public comment.

City of Wichita
City Council Meeting
July 13, 2010

TO: Wichita Housing Authority Board

SUBJECT: Board Resolution Approving 2010 Project Based Budget

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority Consent

Recommendation: Adopt the resolution approving the Public Housing Project Based Budget for 2010 and authorize the necessary signatures.

Background: The U.S. Department of Housing and Urban Development (HUD) has adopted the “New Public Housing Operating Fund” Rule (24 CFR 990). The final rule included 2 major provisions: It establishes a new formula “Operating Fund Program” for determining operating subsidy and it introduces a new business model, called asset management. Implementation of asset management is expected to lead to better management and oversight of public housing by providing greater information about the operating costs and performance level of each public housing project. Under the new model the Housing Authority Board is required to approve a resolution approving the budget in project based format.

Analysis: HUD has mandated that Housing Authority annual budgets be prepared in a project-based format and approved by the Housing Authority Board using HUD’s form #52574 “PHA Board Resolution”.

Financial Considerations: This action establishes the 2010 funding from HUD into the project-based budget format which includes four Asset Management Projects (AMPs) and the Central Office Cost Center (COCC). The totals for each ‘project’ are listed below:

AMP 1	Greenway Manor and McLean Manor	\$880,917
AMP 2	Rosa Gragg and Bernice Hutcherson	\$189,239
AMP 3	Scattered Sites	\$1,227,240
AMP 4	Scattered Sites	\$942,384
COCC		\$2,114,033

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Considerations: The proposed Project Based Budget brings the Wichita Housing Authority into compliance with new federal regulations.

Recommendations/Actions: It is recommended that the Wichita Housing Authority Board adopt the resolution approving the Project Based Budgets and authorize the necessary signatures for submittal to HUD.

Attachment: HUD form 52574 – PHA Board Resolution.

PHA Board Resolution
Approving Operating Budget

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 10/31/2009)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: WICHITA HOUSING AUTHORITY PHA Code: KS004

PHA Fiscal Year Beginning: January 1, 2010 Board Resolution Number: 07/13/2010-

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budgets (for COCC and all Projects) approved by Board resolution on: 07/13/2010
- ☐ Operating Budget submitted to HUD, if applicable, on: _____
- ☐ Operating Budget revision approved by Board resolution on: _____
- ☐ Operating Budget revision submitted to HUD, if applicable, on: _____

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:	Signature:	Date:
CARL BREWER, MAYOR/CHAIRMAN		07/13/2010

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JULY 13, 2010**

- a. Angel from the west line of the plat, east to the west line of Kessler; Kessler from the north line of Lot 42, Block C, south to the south line of the plat and that there be constructed pavement on Kessler Court from the east line of Kessler, east to and including the cul-de-sac; Angel Court from the north line of Angel, north to and including the cul-de-sac and that sidewalk be constructed on Angel and Kessler to serve Angel Fire Addition (north of 47th Street South, east of West Street) (472-84886/766251/490269) Does not affect existing traffic. (District IV) - \$553,000.00
- b. 2010 Arkansas Bridge Deck Rehabilitation (Arkansas & 40th St N) (472-84903/132723/) Traffic to be maintained using flagpersons & barricades. (District VI) - \$500,000.00
- c. Water Distribution System to serve Firepoint Addition (west of Webb, south of 37th Street North) (448-90470/735443/470116) Does not affect existing traffic. (District II) - \$39,000.00
- d. Toben from the south line of Comotara Industrial Park 5th Addition to the south line of 34th Street North to serve Firepoint Addition (west of Webb, south of 37th Street North) (472-84885/766250/490268) Does not affect existing traffic. (District II) - \$275,000.00
- e. 2010 Sanitary Sewer Reconstruction, Phase 2 (north of 13th Street North, west of Woodlawn) (468-84685/620556/660673) Does not affect existing traffic. (District I) - \$72,000.00
- f. 2010 Contract Maintenance Mill or Strip & Overlay, Phase 1 (north of 63rd Street South, east of 135th Street West) (472-84904/132723/620552/133116/) Traffic will be maintained using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$2,034,200.00
- g. Levee K Improvements for Pump Station No. 11, Phase 2 to serve Wichita Valley Center Local Flood Protection Project (east of Meridian, south of 37th Street North along the Chisholm Creek Diversion) (468-84684/660809/868003) Local traffic shall be maintained with minimal street closures not to exceed 48 hours.. (District VI) - \$4,768,864.00
- h. The cost of New Jersey, Brandywine and Valley Forge to serve Washington Heights Addition (east of Oliver, north of 31st Street South). (472-84718/766216/636222/490-234/779-611) (District III) – Total Estimated Cost \$431,800.00
- i. The cost of construction of Water Distribution System to serve Johnson Commercial Centre Addition (south of 53rd Street North, west of Meridian). (District VI) (448-90273/735363/470-036) – Total Estimated Cost \$1,100.00

- j. Wichita-Valley Center Local Flood Protection Project, Systemwide Vegetation
Maintenance, Phase V (Wichita Certified Levee System) (468-84687/660811/869001)
Local traffic shall be maintained with minimal street closures not to exceed 48 hours..
(District I,II,III,IV,V,VI) - \$9,049,999.00

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: 47th Street South Improvement, between Meridian and Seneca (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the revised design concept.

Background: The 2009-2018 Capital Improvement Program (CIP) includes a project to improve 47th Street South, between Meridian and Seneca. On December 13, 2005, the City Council approved funding to design the project. The District IV Advisory Board held a neighborhood hearing on the proposed project on January 18, 2006. The Board voted 11-0 to recommend approval of the project. On December 9, 2008, the City Council approved funding to begin right-of-way acquisition.

The design concept at that time provided for a five lane roadway from Meridian to Seneca, consisting of four through lanes and a center two-way left turn lane. Since that time it has been determined that the project as planned will have an adverse impact on a small private airport runway on the south side of 47th Street South and will require the relocation of a large Westar electric transmission line on the south side that is currently in private easement. In order to avoid the airstrip and a portion of the Westar relocation cost, staff recommends that the project design concept be revised.

Analysis: The revised design concept provides for a five lane roadway from Meridian to a point approximately ½ mile east of Meridian and a three lane roadway from that point to Seneca. The five-lane roadway section will extend to and from the entrance to the Southlakes Soccer Camp. The three lane roadway will consist of two through lanes and a center two-way left turn lane. There will be a four-lane section that transitions between the three and five lane sections. Based on projected traffic volumes, the five lane roadway is needed to serve the City's soccer complex and future commercial development near Meridian. A three lane roadway will be sufficient for the traffic volumes in the east ½ mile of the project area. Other elements of the project, including the reconstruction of the 47th/Meridian intersection to provide left turn lanes, are unaffected.

Financial Consideration: Estimated project savings is a reduction of \$700,000 for Westar relocation cost (which the City is responsible for) and \$200,000 for reduction to three lanes in the east half mile. The project will be returned to the City Council at a future date for approval of construction funding.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important traffic corridor.

Legal Considerations: None.

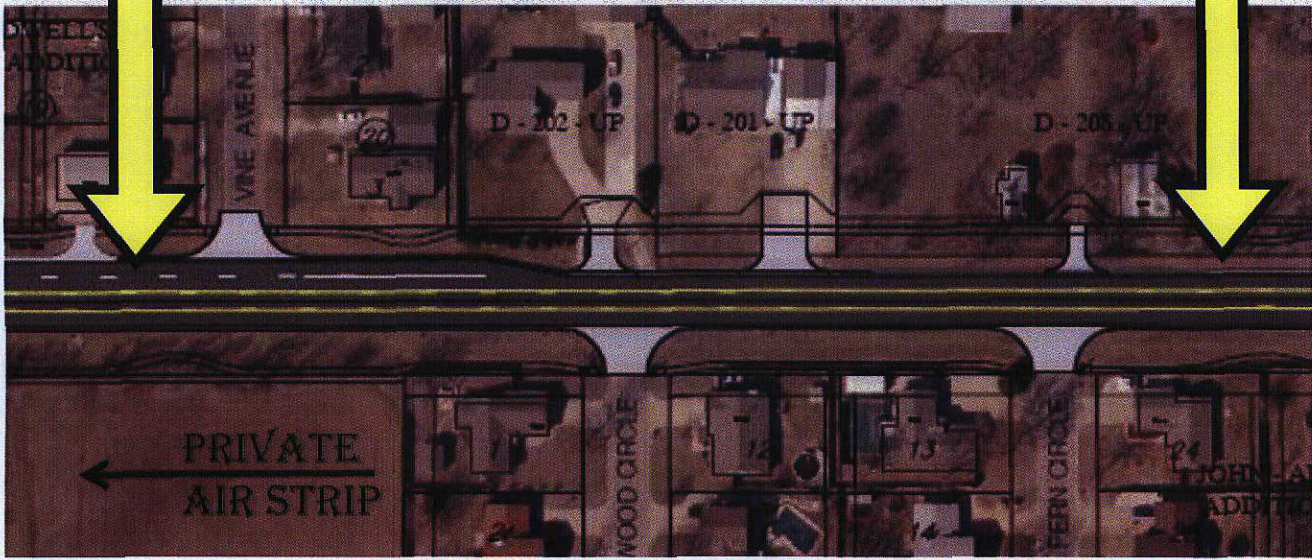
Recommendation/Action: It is recommended that the City Council approve the revised design concept.

Attachments: Map.

47TH STREET SOUTH MERIDIAN TO SENECA



WEST HALF OF PROJECT FIVE – LANE
EAST HALF OF PROJECT THREE – LANE
FOUR – LANE SECTION



City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Petitions to construct Storm Water Drain in Turkey Creek 3rd Addition (north of Pawnee, east of 135th Street West) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the petition.

Background: The petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will provide a storm water drain in a new residential development located north of Pawnee, east of 135th Street West.

Financial Considerations: The petition totals \$771,000. The funding source is special assessments.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing for the construction of a storm water drain in a new residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

1. Prepare in triplicate

2. Send original & 2 copies to budget

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works	Eng	6/21/2010	Storm Water Utility in Turkey Creek Sub Addition	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI-200424		2010		
9. Estimated Start Date (As Required)	10. Estimated Completion Date (As Required)	11. Project Revised		
12. Project Cost Estimate		12A.		
ITEM	CO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & curbs				
Bridge & Culverts				
Drainage		\$771,000		\$771,000
Sanitary Sewer				
Sidewalks				
Water				
Streetscape				
Totals		\$771,000		\$771,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and Adopt Resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

First Published in the Wichita Eagle on July 16, 2010

RESOLUTION NO. 10-177

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 369 (NORTH OF PAWNEE, EAST OF 135TH ST. WEST) 468-84689 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 369 (NORTH OF PAWNEE, EAST OF 135TH ST. WEST) 468-84689 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 369 (north of Pawnee, east of 135th St. West) 468-84689

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Seven Hundred Seventy-One Thousand Dollars (\$771,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after June 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

TURKEY CREEK 3RD ADDITION

Lots 50 through 118, Block A
Lots 18 through 24, Block B
Lots 21 through 27, Block F
Lots 33 through 45, Block F
Lots 1 through 15, Block G
Lots 3 through 13, Block H
Lots 22 through 73, Block H

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 50 through 118, Block A, Lots 18 through 24, Block B, Lots 21 through 27, Block F, Lots 33 through 45, Block F, Lots 1 through 15, Block G, Lots 3 through 13, Block H and Lots 22 through 73, Block H, TURKEY CREEK 3RD ADDITION shall each pay 1/174 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

`PASSED by the governing body of the City of Wichita, Kansas, this 13th day of July, 2010.

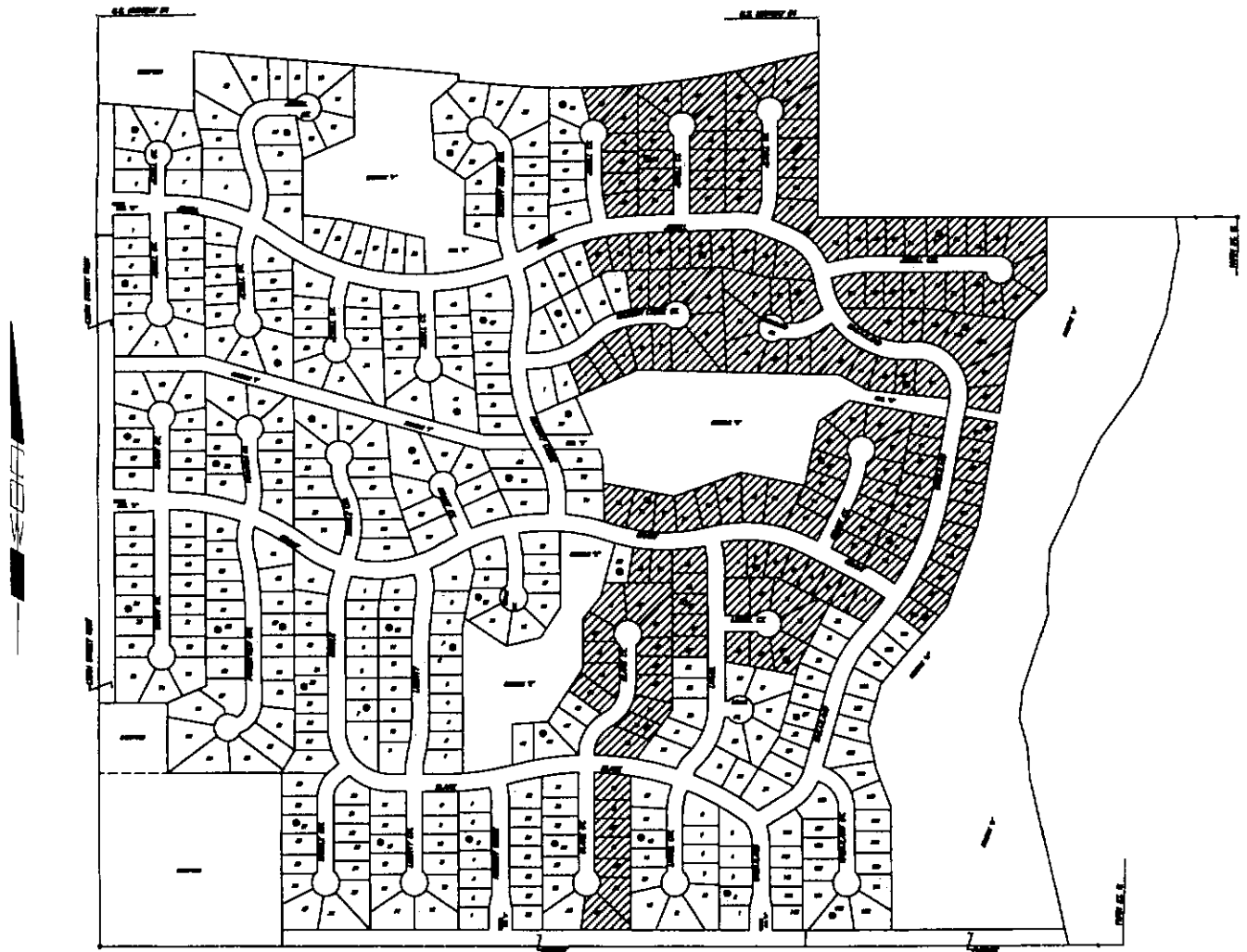
CARL BREWER, MAYOR

ATTEST:

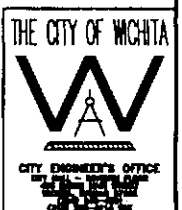
KAREN SUBLETT, CITY CLERK

(SEAL)

TURKEY CREEK 3RD ADDITION



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



RECEIVED

MAY 27 '10

CITY CLERK OFFICE

STORM WATER DRAIN PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

TURKEY CREEK 3RD ADDITION

Lots 50 through 118, Block A
Lots 18 through 24, Block B
Lots 21 through 27, Block F
Lots 33 through 45, Block F
Lots 1 through 15, Block G
Lots 3 through 13, Block H
Lots 22 through 73, Block H

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a storm water drainage system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Seven Hundred Seventy-One Thousand Dollars (\$771,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2010.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total-actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct

the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 50 through 118, Block A, Lots 18 through 24, Block B, Lots 21 through 27, Block F, Lots 33 through 45, Block F, Lots 1 through 15, Block G, Lots 3 through 13, Block H, and Lots 22 through 73, Block H, TURKEY CREEK 3RD ADDITION shall each pay 1/174 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

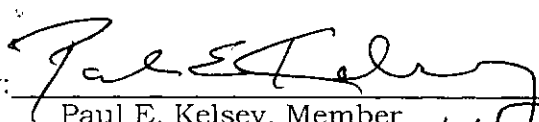
2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed

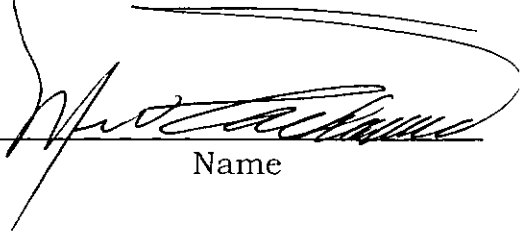
and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>TURKEY CREEK 3RD ADDITION</u> Lots 50 through 118, Block A Lots 18 through 24, Block B Lots 21 through 27, Block F Lots 33 through 45, Block F Lots 1 through 15, Block G Lots 3 through 13, Block H Lots 22 through 73, Block H	Turkey Creek, LLC By:  Paul E. Kelsey, Member	5/26/10

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.


Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 27th day of May
2010.




Deputy City Clerk

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Petition for Street Paving in Cornfield Addition (north of 55th Street South, east of Seneca) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new petition.

Background: On October 20, 2009, the City Council approved a petition to pave Sycamore Circle in Cornfield Addition. Based on recent bid prices, the existing petition does not have sufficient budget to award a construction contract. The developer has submitted a new petition to increase the project budget. The signatures on the petition represent 100% of the improvement district.

Analysis: The project will provide street paving for a new residential development located north of 55th Street South, east of Seneca.

Financial Considerations: The existing petition totals \$45,000. The new petition totals \$60,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing street paving required for a new residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

a

1. Prepare in triplicate

2. Send original & 2 copies to budget

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works	Eng	6/18/2010	Speranza Circle Paving in Cornfield Addition	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI-200424		2010		
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised		
12. Project Cost Estimate			12A.	
ITEM	CO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.			\$50,000	\$50,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalks				
Water				
Streetscape				
Totals			\$50,000	\$50,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and Adopt the Resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

	Yes	No
Platting Required	_____	_____
Lot Split	_____	_____
Petition	a	_____
Ordered by WCC	_____	_____
Remarks:		
	100% Petition	
	472-84371	

First Published in the Wichita Eagle on July 16, 2010

RESOLUTION NO. 10-178

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON SYCAMORE CIRCLE, FROM THE SOUTH LINE OF 51ST ST. SOUTH TO AND INCLUDING CUL-DE-SAC (NORTH OF 55TH ST. SOUTH, EAST OF SENECA) 472-84871 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON SYCAMORE CIRCLE, FROM THE SOUTH LINE OF 51ST ST. SOUTH TO AND INCLUDING CUL-DE-SAC (NORTH OF 55TH ST. SOUTH, EAST OF SENECA) 472-84871 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 09-336 adopted on October 20, 2009 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement Sycamore Circle, from the south line of 51st St. South to and including cul-de-sac (north of 55th St. South, east of Seneca) 472-84871.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Sixty Thousand Dollars (\$60,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after May 12, 2010.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CORNFIELD ADDITION
Lots 1 through 3, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 3, Block 1 CORNFIELD ADDITION shall each pay 1/3 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary

estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of July, 2010.

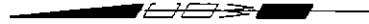
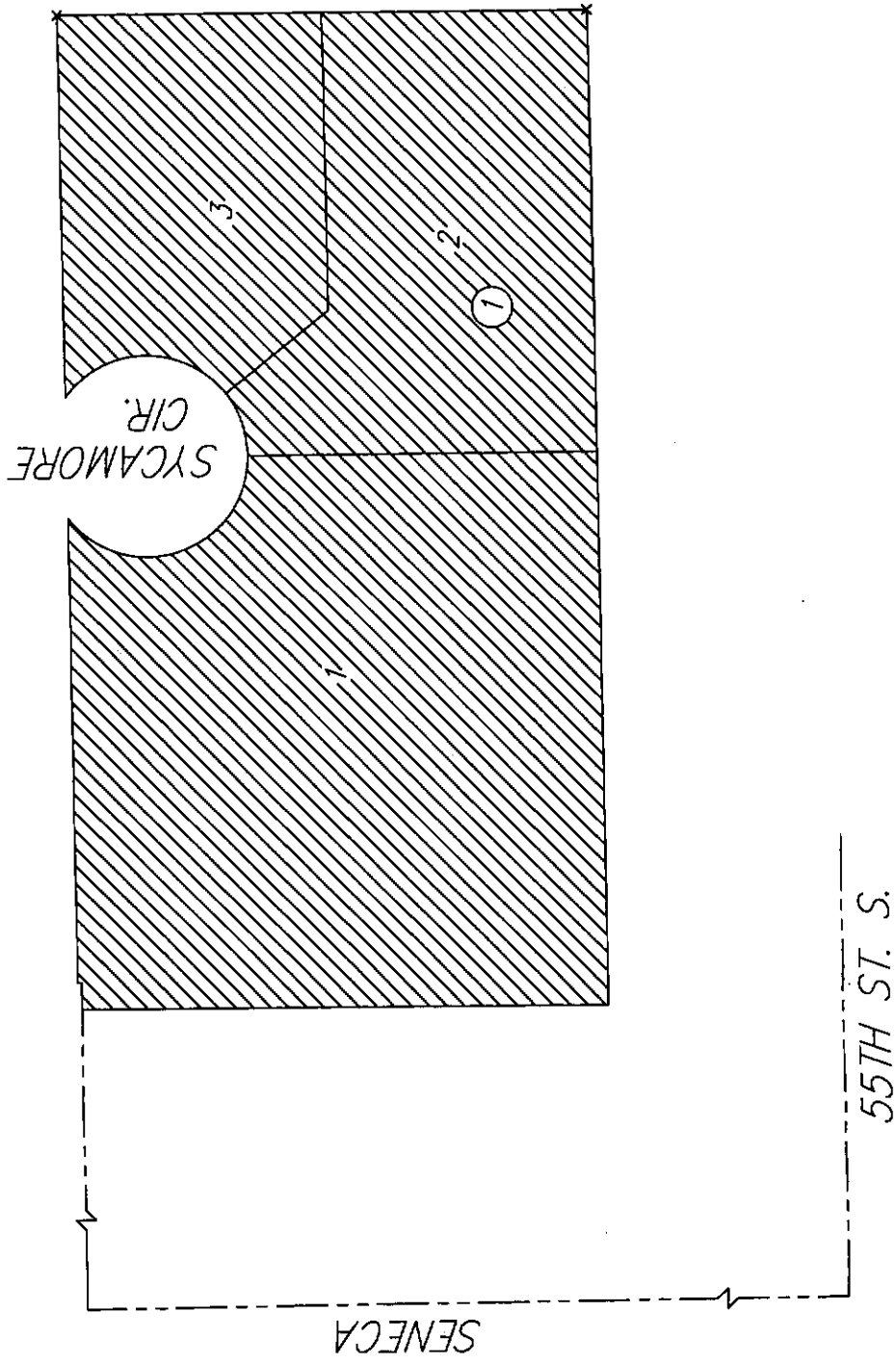
CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

CORNFIELD ADDITION



PROPOSED IMPROVEMENT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



\$

RECEIVED

MAY 19 '10

CITY CLERK OFFICE

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

CORNFIELD ADDITION

472-84871

Lots 1 - 3, Block 1

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on **SYCAMORE CIR.**, from the south line of 51ST ST. S. to and including cul-de-sac.

That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

- (b) That the estimated and probable cost of the foregoing improvement being Sixty Thousand Dollars (\$60,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after May 12, 2010.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the

improvement district shall be liable shall be on a fractional basis:

That the following lots shall each pay 1/3 of the total cost of the improvement district:

CORNFIELD ADDITION

Lots 1 - 3, Block 1

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE

CORNFIELD ADDITION

Lots 1 - 3, Block 1

John E. Elliott 5-16-2010
Ellen A. Elliott 5-16-10

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Alex M. Lane
Name

924 N. Main
Address

316-264-8008
Telephone Number

Sworn to and subscribed before me this 19th day of May, 2010.



Deborah Dadlock
Deputy City Clerk

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Petition for Street Paving and Sidewalks in Emerald Bay Estates 2nd Addition
(north of 21st, west of West Street) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new petition.

Background: On September 15, 2009, the City Council approved a petition to pave streets in Emerald Bay Estates 2nd Addition. The developer has submitted a new petition to add sidewalks to the project. The signatures on the petition represent 100% of the improvement district.

Analysis: Emerald Bay Estates 2nd Addition is a residential development located north of 21st, west of West Street.

Financial Considerations: The existing petition totals \$306,000. The new petition totals \$326,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing paved streets and sidewalks in a new residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

a

1. Prepare in triplicate.
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works	Eng	6/18/2010	Highway Paving in Unimod Section 2nd Addition	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI-200424		2010		
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised		
12. Project Cost Estimate				12A.
ITEM	CO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.		\$126,000		\$126,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Streetscape				
Totals		\$126,000		\$126,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and Adopt Resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

	Yes	No
Platting Required	_____	_____
Lot Split	_____	_____
Petition	a	_____
Ordered by WCC	_____	_____
Remarks:		
	100% Petition	
	472-84906	

RESOLUTION NO. 10-179

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON BAYSIDE FROM THE WEST LINE OF LOT 15, BLOCK 1 TO THE NORTH LINE OF LOT 1, BLOCK 1, INCLUDING A CONNECTION TO WEST STREET AND SIDEWALKS TO BE CONSTRUCTED ON ONE SIDE OF ALL THROUGH, NON CUL-DE-SAC, STREETS (NORTH OF 21ST, WEST OF WEST STREET) 472-84866 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON BAYSIDE FROM THE WEST LINE OF LOT 15, BLOCK 1 TO THE NORTH LINE OF LOT 1, BLOCK 1, INCLUDING A CONNECTION TO WEST STREET AND SIDEWALKS TO BE CONSTRUCTED ON ONE SIDE OF ALL THROUGH, NON CUL-DE-SAC, STREETS (NORTH OF 21ST, WEST OF WEST STREET) 472-84866 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 09-296 adopted on September 15, 2009 and Resolution No. 09-390 adopted on December 22, 2009 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Bayside from the west line of Lot 15, Block 1 to the north line of Lot 1, Block 1, including a connection to West Street and sidewalks to be constructed on one side of all through, non cul-de-sac, streets (north of 21st, west of West Street) 472-84866.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Three Hundred Twenty-Six Thousand Dollars (\$326,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after June 1, 2010.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

EMERALD BAY ESTATES 2ND ADDITION

Lots 1 through 15, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis with each of the described Lots paying 1/15 of the total cost payable by the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of July, 2010.

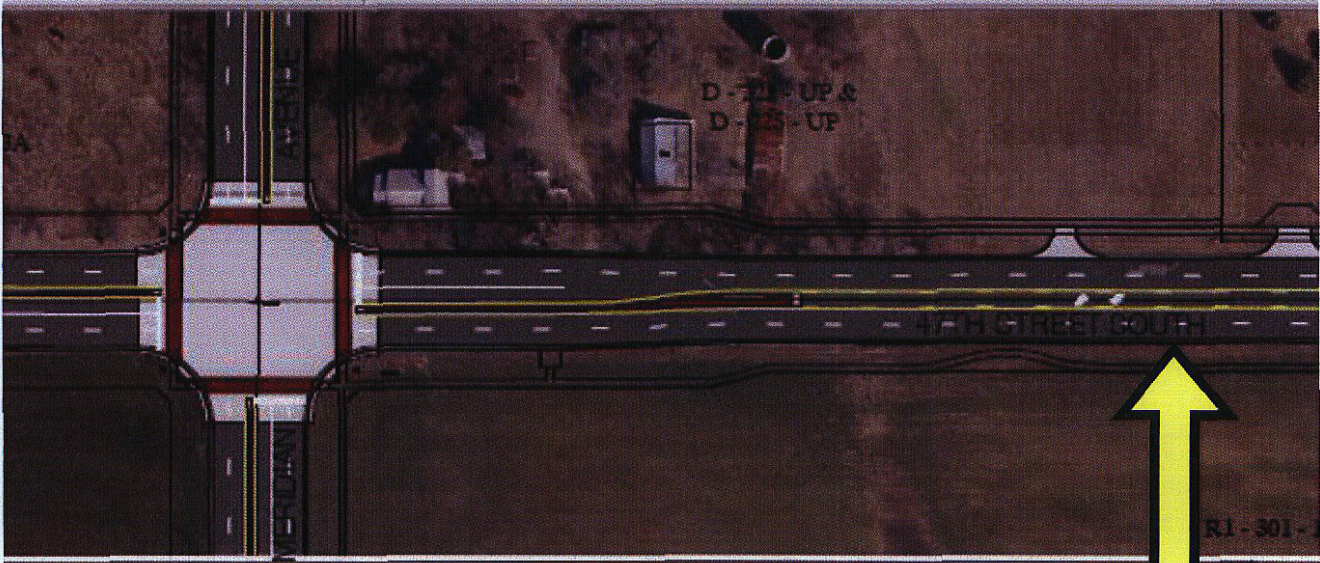
CARL BREWER, MAYOR

ATTEST:

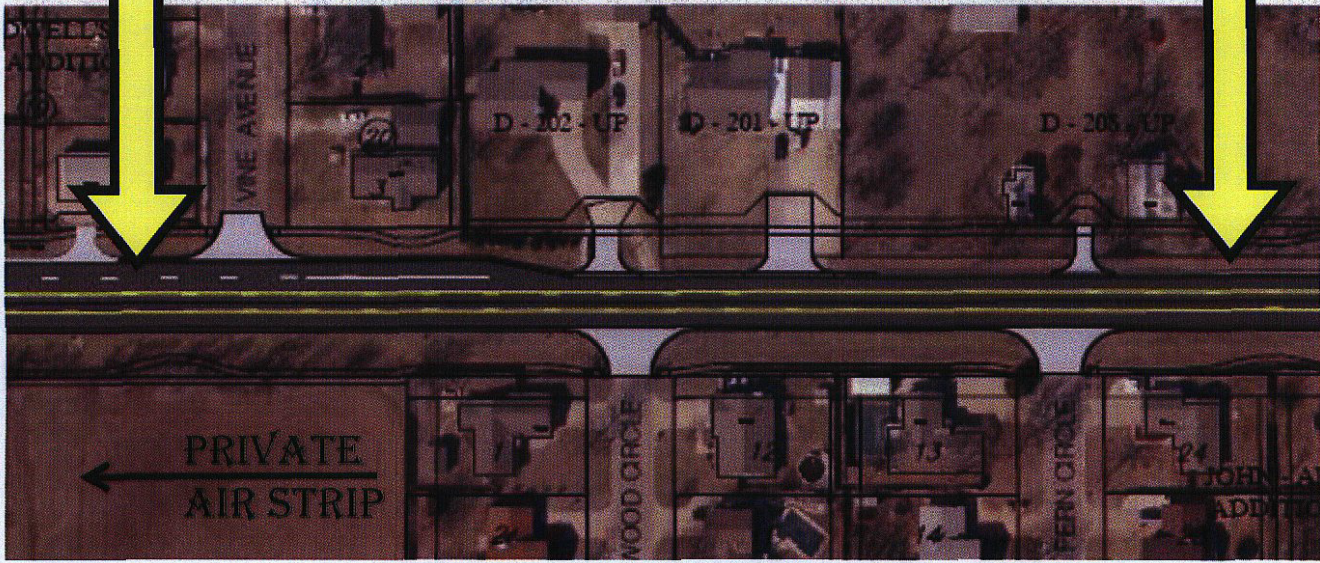
KAREN SUBLETT, CITY CLERK

(SEAL)

47TH STREET SOUTH MERIDIAN TO SENECA



WEST HALF OF PROJECT FIVE – LANE
EAST HALF OF PROJECT THREE – LANE
FOUR – LANE SECTION



City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Petition to pave an alley bounded by Cleveland, Indiana, 1st and 2nd Streets (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

.....

Recommendation: Approve the petition.

Background: The petition has been signed by five property owners representing 100% of the improvement district.

Analysis: The project will pave a north-south alley bounded by Cleveland, Indiana, 1st and 2nd Streets in a commercial area.

Financial Considerations: The petition totals \$120,000. The funding source is special assessments.

Goal Impact: The project addresses the Efficient Infrastructure goal by improving vehicular access in a commercial area.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

1. Prepare in triplicate.
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works	Eng	6/18/2010	Pace Alley bounded by Cleveland Indians 1st 2nd	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI-200424		2010		
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised		
12. Project Cost Estimate		12A.		
ITEM	CO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & curbs.			\$120,000	\$120,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalks				
Water				
Streetscape				
Totals			\$120,000	\$120,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and Adopt the Resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

First Published in the Wichita Eagle on July 16, 2010

RESOLUTION NO. 10-180

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON THE N-S ALLEY BETWEEN CLEVELAND AND INDIANA FROM THE SOUTH LINE OF 2ND STREET NORTH TO THE NORTH LINE OF 1ST STREET NORTH 472-84905 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON THE N-S ALLEY BETWEEN CLEVELAND AND INDIANA FROM THE SOUTH LINE OF 2ND STREET NORTH TO THE NORTH LINE OF 1ST STREET NORTH 472-84905 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on the n-s alley between Cleveland and Indiana from the south line of 2nd Street North to the north line of 1st Street North 472-84905 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to One Hundred Twenty Thousand Dollars (\$120,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after July 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MATHEWSON'S 3RD ADDITION
Odd Lots 1 through 23 Inclusive, Indiana Ave
Even Lots 2 through 24 Inclusive, Cleveland Ave

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 13th day of July, 2010.

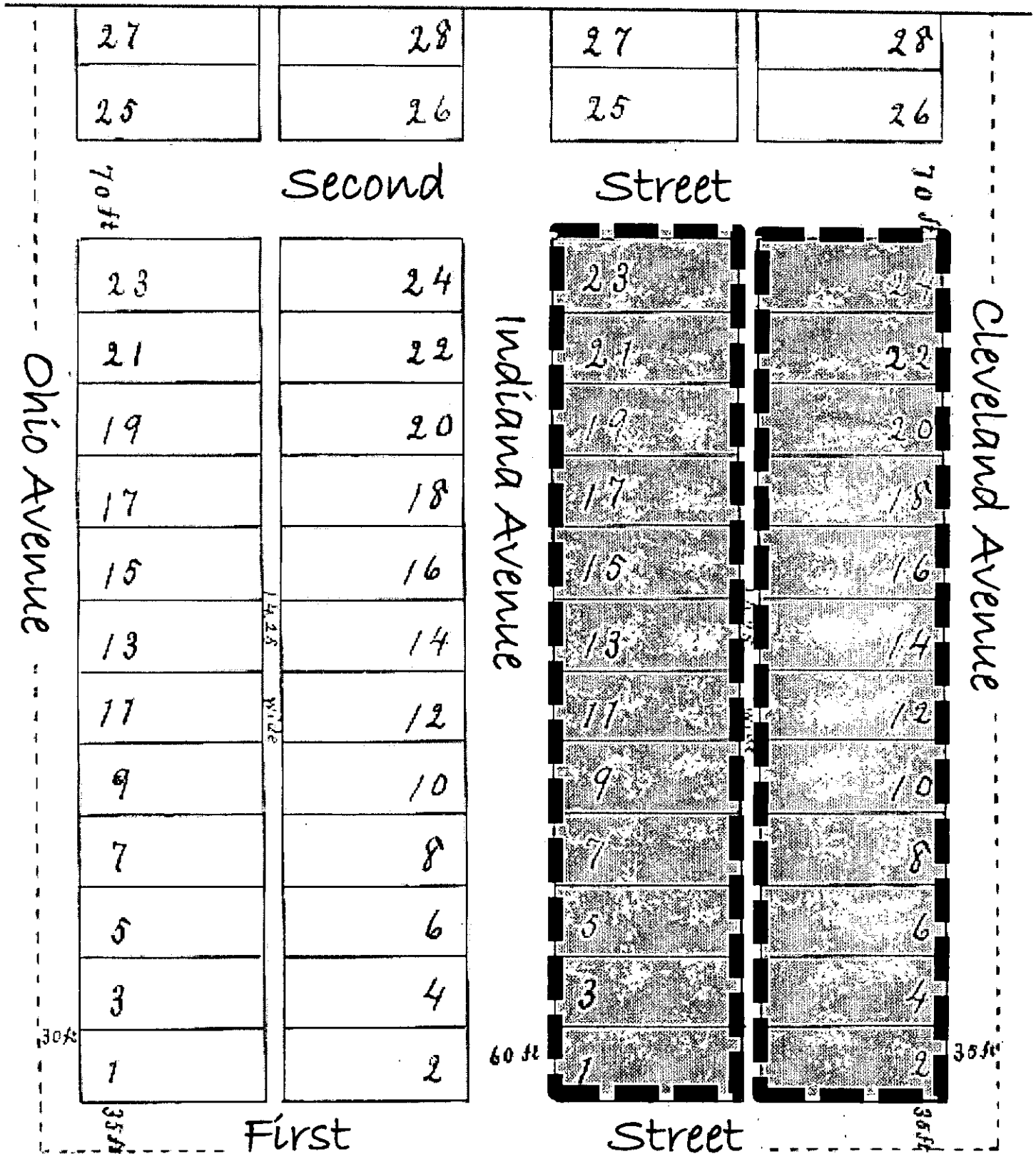
CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

Mathewson 3rd Addition



Proposed Improvement District

PAVING PETITION

RECEIVED

JUN 11 '10

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Mathewson's 3rd Addition

Odd Lots 1-23 Inclusive, Indiana Ave
Even Lots 2-24 Inclusive, Cleveland Ave

472-84905

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed pavement on the N-S alley between **Cleveland** and **Indiana** from the south line of **2nd Street North** to the north line of **1st Street North**. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being **One Hundred Twenty Thousand Dollars (\$120,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **July 1, 2010**.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Square Foot** basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and

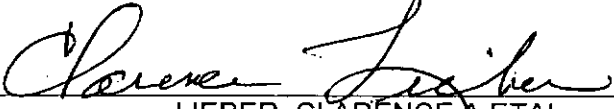

hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Mathewson's 3rd Addition		
ODD LOTS 1-3-5-7-17 INDIANA AVE	LIEBER INVESTMENTS LLC <i>C. Alan Lieber President</i>	
ODD LOTS 9-11-13 INDIANA AVE	LIEBER, CLARENCE A ETUX <i>Clarence Lieber</i>	
LOT 15 INDIANA AVE	LIEBER, CLARENCE & JUANITA ATTN: WASHER SPECIALITIES CO <i>Juanita Lieber</i> <i>Clarence Lieber</i>	
LOT 19 INDIANA AVE	LIEBER, CLARENCE A & JUANITA J <i>Juanita Lieber</i> <i>Clarence Lieber</i>	
ODD LOTS 21-23 INDIANA AVE	LIEBER, CLARENCE A & JUANITA J ETAL <i>Juanita Lieber</i> <i>Clarence Lieber</i>	
EVEN LOTS 2-4-6-8-10-12 & S 8 FT LOT 14 CLEVELAND AVE	PLUMBERS & STEAMFITTERS LOCAL 171 <i>Richard L. Byt</i>	

N 42 FT LOT 14 & S 45 FT LOT 16 CLEVELAND AVE	LIEBER, CLARENCE A ETUX 
N 5 FT LOT 16-ALL LOT 18 CLEVELAND AVE	LIEBER, CLARENCE A ETAL 
EVEN LOTS 20-22-24 CLEVELAND AVE	ROCK CREEK LP

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

ss:

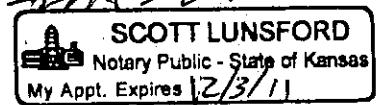
Acknowledged before me this 3rd day of June, 2010 by Angela W. Hermann,
as Richard L. Taylor, Business Manager of the Plumbers and Steamfitters Local 171.

Angela W. Hermann
Notary Public

My appointment expires:
09/18/2011



N 42 FT LOT 14 & S 45 FT LOT 16 CLEVELAND AVE	LIEBER, CLARENCE A ETUX
N 5 FT LOT 16-ALL LOT 18 CLEVELAND AVE	LIEBER, CLARENCE A ETAL
EVEN LOTS 20-22-24 CLEVELAND AVE	ROCK CREEK LP <i>Joakim Linder Gen. Partner</i>



Paving Petition


ACKNOWLEDGMENT

STATE OF KANSAS)

ss:

COUNTY OF SEDGWICK)

Acknowledged before me this 4th day of June, 2010 by Jochim Friesen,
as duly authorized agent of Rock Creek, L.P.



Notary Public

My appointment expires:

12/3/11

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Ted E Knopp
Name Ted E Knopp

310 W Central St 203
Address Wichita KS

316 - 265 - 5882
Telephone Number

Sworn to and subscribed before me this 11th day of June, 20 10



Deen Seibert, Mayor
Deputy City Clerk

Statements of Cost:

PAVING

- a. Improving a left turn lane to serve eastbound left-turn movements from 29th Street North to Lot 1, Block 1, Newmarket Office Addition (north of 29th Street North, west of Maize). Total Cost - \$15,625.90 (plus idle fund interest - \$170.25, plus temporary note interest - \$303.85). Financing to be issued at this time - \$16,100.00. (766132/472-84484/490-150).
- b. Improving the north side of 29th Street North to construct an accel/decel lane to serve the Covington Street entrance to serve Fontana, Fontana 2nd and Fontana 3rd Additions (north of 29th Street North, west of Maize). Total Cost - \$30,623.01 (plus idle fund interest - \$330.00, plus temporary note interest - \$546.99). Financing to be issued at this time - \$31,500.00. (766133/472-84537/490-151).
- c. Improving a left turn lane to serve the east bound left-turn movements from 29th Street North to Covington to serve Fontana, Fontana 2nd, Fontana 3rd and Fontana 4th Additions (east of 119th Street West, north of 29th Street North). Total Cost - \$18,227.35 (plus idle fund interest - \$295.22, plus temporary note interest - \$177.43). Financing to be issued at this time - \$18,700.00. (766134/472-84538/490-152).
- d. Improving Mead from Central to 3rd Street to serve Hinton's Subdivision to East Wichita Addition (south of Central, east of Broadway). Total Cost - \$447,353.16 (plus idle fund interest - \$26.36, plus temporary note interest - \$4,020.48). Financing to be issued at this time - \$451,400.00. (766158/472-84561/490-176).
- e. Improving Lynnrae, Lynnrae Court, Countryside and Funston to serve Willow Creek East 2nd Addition (east of Greenwich, south of Harry). Total Cost - \$318,436.02 (less idle fund interest - \$292.31, plus temporary note interest - \$1,156.29). Financing to be issued at this time - \$319,300.00. (766230/472-84764/490-248).
- f. Improving Wichita from the north line of Murdock to the south line of 8th Street North to serve Munger's Original Town Addition (north of Central, west of Broadway). Total Cost - \$138,807.58 (plus idle fund interest - \$54.77, plus temporary note interest - \$37.65). Financing to be issued at this time - \$138,900.00. (766238/472-84796/490-256).
- g. Improving Zoo Park Circle to serve Cox Machine 3rd Addition (east of Hoover, north of 21st Street North). Total Cost - \$403,122.31 (less idle fund interest - \$378.26, plus temporary note interest - \$1,355.95). Financing to be issued at this time - \$404,100.00. (766239/472-84820/490-257).
- h. Improving 21st Street North for a decel lane and sidewalk to be included as required to serve Remington Place Addition (north of 21st Street North, east of Webb). Total Cost - \$53,629.89 (less idle fund interest - \$29.89, plus temporary note interest - \$0). Financing to be issued at this time - \$53,600.00. (766242/472-84831/490-260).

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Community Events – 8th Annual Community Day
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events Procedure, the event promoter, Schaunta James-Boyd, E. C. Tyree Health & Dental Clinic is coordinating and with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

8th Annual Community Day 7:30 am to 4:30 pm, July 24, 2010.
§ Lorraine Street, 15th Street to 16th Street.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Celtic Woman)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo, Event Coordinator for Intrust Bank Arena is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Celtic Woman August 7, 2010 7:00 am – August 8, 2010 2:00 am

§ William Street, St. Francis to Commerce Street

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Dave Matthews Band)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo, Event Coordinator for Intrust Bank Arena is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Dave Matthews Band August 14, 2010 7:00 am – August 15, 2010 2:00 am

- § William Street, St. Francis to Commerce Street
- § Waterman Street (north bound lane), St. Francis Street to Emporia Street

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Rush)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo, Event Coordinator for Intrust Bank Arena, is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Rush August 20, 2010 7:00 am – August 21, 2010 2:00 am

- § William Street, St. Francis to Commerce Street
- § Waterman Street (north bound lane), St. Francis Street to Emporia Street

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Black Top Nationals Car & Bike Show
(Districts I, IV, VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Stephanie Flaming, Black Top Nationals Director is coordinating with area business owners and making arrangements with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Black Top Nationals Car & Bike Show August 25, 2010 5:30 am – August 29, 2010 7:00 pm

- § Water Street, Waterman to Dewey
- § Lewis Street, Water Street to Wichita Street
- § Century II Drive, Douglas to Main Street
- § Tlaineantla Drive, Century II Drive to Cancun Drive
- § Cancun Drive, Century II Drive to English Street
- § Waterman Street, Main Street to Hyatt Hotel (east entrance)

Black Top Nationals Car & Bike Show August 27-28, 2010 5:30 am –7:00 pm

- § McLean Boulevard, Seneca Street to Taft Street
- § Douglas Avenue (west bound), Water Street to McLean Boulevard, including intersection of Douglas and McLean Boulevard.
- § Douglas Avenue, (east bound), Main Street to McLean Boulevard, including intersection of Douglas and McLean Boulevard.
- § Sycamore Street, Douglas Avenue to McLean Boulevard.
- § Waco Avenue, Douglas Avenue to First Street
- § First Street, Waco Avenue to McLean Boulevard
- § Second Street, McLean to Sycamore
- § Maple Avenue, Sycamore to South Wichita Street
- § South Waco, Douglas Avenue to Hyatt Hotel Service entrance

Black Top Nationals Car & Bike Show August 29, 2010 5:30 am –6:00 pm

- § McLean Boulevard, First Street to Taft Street
- § Douglas Avenue, Main Street to McLean Boulevard
- § Waco Avenue, Douglas Avenue to First Street

- § Maple Avenue, Sycamore to South Wichita Street
- § South Waco, Douglas Avenue to Hyatt Hotel Service entrance

Client will arrange to remove barricades as necessary to allow emergency vehicle access during entire designated time period. Barricades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Easement Encroachment Agreement for Cornerstone II, LLC. (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: An easement agreement has been prepared that will formally assign the City of Wichita a non-exclusive easement upon and across the driveways and accessways that exist on the property between 503 and 555 North Maize Rd.

Analysis: The agreement allows the City to construct and install a gate to assist in evacuations of the Park West Plaza Nursing Facility during heavy rain events. The City of Wichita will pay all expenses pertaining to the construction and installation of a gate in the existing fence between the Walgreen's parcel and the Nursing Home parcel. The gate will be maintained and repaired by the City of Wichita.

Financial Considerations: All costs will be absorbed by the Storm Water Utility operating budget.

Goal Impact: This project addresses the Safe and Secure Community goal by providing an evacuation procedure for the residents of the Park West Plaza Nursing Facility.

Legal Considerations: The Law Department has approved the agreement as to legal form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

PREPARED BY AND WHEN
RECORDED RETURN TO:

Jeffrey B. Gurian, Esq.
Becker Gurian
513 Central Avenue, Suite 400
Highland Park, IL 60035

EASEMENT

THIS EASEMENT (the "Easement") by CORNERSTONE II, LLC, a Delaware limited liability company ("Grantor") in favor of THE CITY OF WICHITA, KANSAS, [a Wichita municipal corporation] ("Grantee") is dated effective as of _____, 2010.

Background

A. Grantor is the owner of the parcel of real property situated in the City of Wichita, County of Sedgwick, State of Kansas, more particularly described on Exhibit A attached to this Easement and incorporated into this Easement by this reference (the "Grantor Parcel").

B. Grantor wishes to grant to Grantee, and Grantee wishes to receive, an easement upon and across that certain portion of the Grantor Parcel described below for the limited purpose set forth below.

Agreements

In consideration of the above premises and of the covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor makes the following grants, agreements, and covenants:

1. **Grant of Easement.** Grantor grants, gives, and conveys to Grantee and its successors and assigns a non-exclusive easement upon and across the driveways and accessways that exist on the Grantor parcel from time to time for the sole purpose of emergency evacuation of nursing home residents from the Park West Plaza Nursing Facility, a nursing home facility adjoining the Grantor Parcel to the south (the "Nursing Home Parcel"), in the event of flooding.

2. **Term.** The easement contained in this Easement shall be effective commencing on the date of this Easement and shall remain in full force and effect thereafter in perpetuity, unless (i) the Nursing Home Parcel ceases to be occupied as a nursing home facility for a period one hundred eighty (180) consecutive days, or (ii) this Easement is modified, amended, canceled, or terminated by the written consent of Grantee and all then record owners of the Grantor Parcel.

3. **Gate.** Grantee shall, at Grantee's sole cost and expense, construct a gate in the existing fence between the Grantor parcel and the Nursing Home Parcel. The location, design, appearance, and manner of installation of the gate shall be subject to the prior approval of Grantor (and any tenant of Grantor, to the extent such approval is required under any lease of the Grantor Property). Grantee shall cause any staging that is necessary to install the gate to take place solely on the Nursing Home Parcel. After the installation of the gate, Grantee shall thereafter maintain, repair, and, if necessary, replace the gate at its sole cost and expense. Grantee agrees that such gate shall be locked at all times that the gate is not being used for the purpose set forth in Section 1 above. Grantee shall indemnify and hold Grantor harmless for any loss suffered by Grantor (including reasonable attorney's fees) by reason of the installation or maintenance of the gate.

4. **Covenants to Run with Land.** It is intended that the easements, covenants, rights, and obligations set forth herein shall run with the Grantor Parcel and shall bind every person having any fee, leasehold or other interest therein.

5. Entire Agreement. This Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

Signed:

GRANTOR:

CORNERSTONE II, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
COUNTY OF LAKE)ss.:

This instrument was acknowledged before me on _____, 2010, by JOHN GROSS, as manager of Cornerstone II, LLC, a Delaware limited liability company.

Notary Public
My commission expires:

CONSENT

WALLGREEN CO., AN Illinois corporation, as the tenant of the Grantor Parcel under lease dated as of January 11, 2002, as same may have been amended from time to time, hereby consents to the execution and recording of the foregoing Easement.

WALLGREEN CO.,
an Illinois corporation

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
COUNTY OF LAKE)ss.:

This instrument was acknowledged before me on _____, 2010, by _____ as _____ of Walgreen Co., an Illinois corporation.

Notary Public
My commission expires:

EXHIBIT A

GRANTOR PARCEL

That part of Lot 3, Block 1, Central-Maize 2nd Addition, Wichita, Sedgwick County, Kansas, described as beginning at the Northeast corner of said Lot 3; thence North $89^{\circ}45'18''$ West, along the North line of said lot 3, 554.37 feet; thence South $00^{\circ}14'42''$ West, 2.00 feet; thence North $89^{\circ}45'18''$ West, 5.65 feet; thence South $19^{\circ}11'28''$ East, 294.80 feet to a point on the South line of said Lot 3, thence South $89^{\circ}45'18''$ East, 462.36 feet to the Southeast corner of said Lot 3; thence North $00^{\circ}09'23''$ East, 280.00 feet to the point of beginning.

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Hold Harmless Agreement (District II)

INITIATED BY: Department of Water Utilities

AGENDA: Consent

Recommendation: Approve the hold harmless agreement.

Background : In the process of reviewing City records for the location of sewer lines as part of a lot split application, it was discovered that a deck at Sundance Apartments, 1945 North Rock Road, had been built over a portion of a 20-foot utility easement. The deck is a significant, long-standing element in the apartment complex's amenities. In order for the deck to remain in place, an agreement is needed to protect the City's ability to access the sewer line for repairs.

Analysis: The agreement allows Sundance KS Associates, doing business as Sundance Apartments at 1945 North Rock Road, to occupy an existing deck, on, over, and across a 20 foot utility easement, located within Lot 3, Block 1, E.E. Jabes Addition, and waives all rights of action in law arising out of the encroachment into the easement. The agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of said sewer line, and from claims resulting from maintenance, replacement or upgrade of lines, manholes, and/or other City property in the easement.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Law Department has reviewed the hold harmless agreement and approved it as to legal form.

Goal Impact: The hold harmless agreement addresses the Efficient Infrastructure goal by maintaining and protecting the sanitary sewer system.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Agreement.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT is executed by the undersigned for the benefit of the City of Wichita, Kansas.

WITNESSETH:

WHEREAS, Sundance KS Associates, LLC, owns certain real property in Sedgwick County, Kansas, said property being legally described on Exhibit A hereto, and

WHEREAS, the City of Wichita, Kansas, holds an easement within said property, and which is described on Exhibit B hereto, and

WHEREAS, Sundance KS Associates, LLC, has constructed an improvement over a portion of said easement, specifically obstructing manhole access to a City of Wichita Sanitary Sewer Line, and desires to continue to occupy the improvement, and in consideration thereof, binds and obligates itself to the City of Wichita, Kansas, as hereinafter provided:

1. Sundance KS Associates, LLC, in consideration for the right to continue to occupy the improvement which obstructs the sanitary sewer manhole as hereinabove stated, agrees that, in the event the City of Wichita, Kansas, needs access to the said manhole for purposes of repairing, maintaining, cleaning, removing or replacing any portion of the said sanitary sewer line which requires access to the subject manhole, it will remove at its expense the improvement or portion thereof which is impeding access to the manhole. Sundance KS Associates, LLC, further agrees that if failing to do so within a time framed determined by the City of Wichita, Kansas, the said City may remove the improvement at the expense of Sundance KS Associates, LLC, and shall not be required to replace the same after completion of its maintenance, cleaning, removal or replacement, nor shall the City be required to remove any of the demolished improvement from the property.

2. In addition, Sundance KS Associates, LLC, releases the City of Wichita, Kansas, from any and all claims, actions, causes of action or damages whatsoever relating to or arising from any work performed or materials used by the City of Wichita, Kansas, within its easement and relating to maintenance, repair or replacement of the sanitary sewer line or any portion thereof.

3. The provisions contained herein are to be constructed as covenants running with the land and may be enforced both by and against any titleholder of the affected property so long as the

encroachment is in existence.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their names
on the day and year first above written.

Signature of Property Owner

DATED: _____

Philip Welch, President of Black Angus II
Corp., which is the Managing Member of
Sundance KS Associates, LLC

STATE OF NEW YORK)
)SS:
_____ COUNTY)

BE IT REMEMBERED, that on this 4 day of May, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Philip Welch, President of Black Angus II Corp., which is the Managing Member of Sundance KS Associates, LLC, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf, and as the act and deed of said Black Angus II Corp., which is the Managing Member of Sundance KS Associates, LLC City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year last above written.

Notary Public

My appointment Expires _____

ACKNOWLEDGEMENTS

BY _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

STATE OF KANSAS)
)SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 4 day of May, 2010, before me, the undersigned, a Notary Public in and for said county and state, came Carl Brewer and Karen Sublett, the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same on behalf of the said City of Wichita.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year last above written.

Notary Public

My Commission Expires: _____

Approved as to Form:

EXHIBIT A

Lot 3, Block 1, E.E. Jabes Addition
To Wichita, Sedgwick County, Kansas

Director of Law

EXHIBIT B

EASEMENT

FILED 374 1197

THIS EASEMENT made this 19th day of June, 1979.

by and between SUNDANCE ASSOCIATES, LTD., a Kansas Limited Partnership

of the first part and the City of Wichita, of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right of way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

20 FOOT SANITARY SEWER EASEMENTS IN LOTS 3 AND 4 OF BLOCK 1, E. C. JADES ADDITION TO THE CITY OF WICHITA, THE CENTERLINES OF WHICH ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 207.23 FEET NORTH AND 10 FEET EAST OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 1; THENCE DUE WEST A DISTANCE OF 255 FEET; THENCE S-62°-W A DISTANCE OF 205 FEET; ~~APPROVED BY BOARD OF COMMISSIONERS~~ JUL 3 1979

AND-

BEGINNING AT A POINT 207.23 FEET NORTH AND 10 FEET EAST OF THE SOUTHWEST CORNER OF LOT 3, BLOCK 1; THENCE S-79°-E A DISTANCE OF 219.15 FEET; THENCE N-23°-E A DISTANCE OF 47.96 FEET; THENCE DUE EAST A DISTANCE OF 136.31 FEET; THENCE N-59°16'44"-E A DISTANCE OF 50.74 FEET; THENCE DUE NORTH A DISTANCE OF 148.33 FEET.

AND-

BEGINNING AT A POINT 280.66 FEET SOUTH AND 319.33 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 3; THENCE DUE EAST A DISTANCE OF 147 FEET.

AND-

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE DUE EAST A DISTANCE OF 55 FEET; THENCE DUE SOUTH A DISTANCE OF 11.84 FEET TO THE POINT OF BEGINNING; THENCE S-75°03'40"-E A DISTANCE OF 193.65 FEET; THENCE N-12°-E A DISTANCE OF 30.68 FEET; THENCE S-78°-E A DISTANCE OF 134.96 FEET; THENCE S-69°-E A DISTANCE OF 140 FEET; THENCE N-60°26'48"-E A DISTANCE OF 102.98 FEET.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

STATE OF KANSAS
SEDOGWICK COUNTY
FILED FOR RECORD AT
JUL 10 1979
MIL
BETTE F. MCCART
REGISTER OF DEEDS

SUNDANCE ASSOCIATES LTD.

By
Alexander-Prates Company, General
Partner
Floyd R. Hardesty, President

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Amelia Lee
B. Prates

Personally appeared before me a notary public in and for the County and State
aforesaid FLOYD R. HARDESTY as President of Alexander-Prates Company

to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

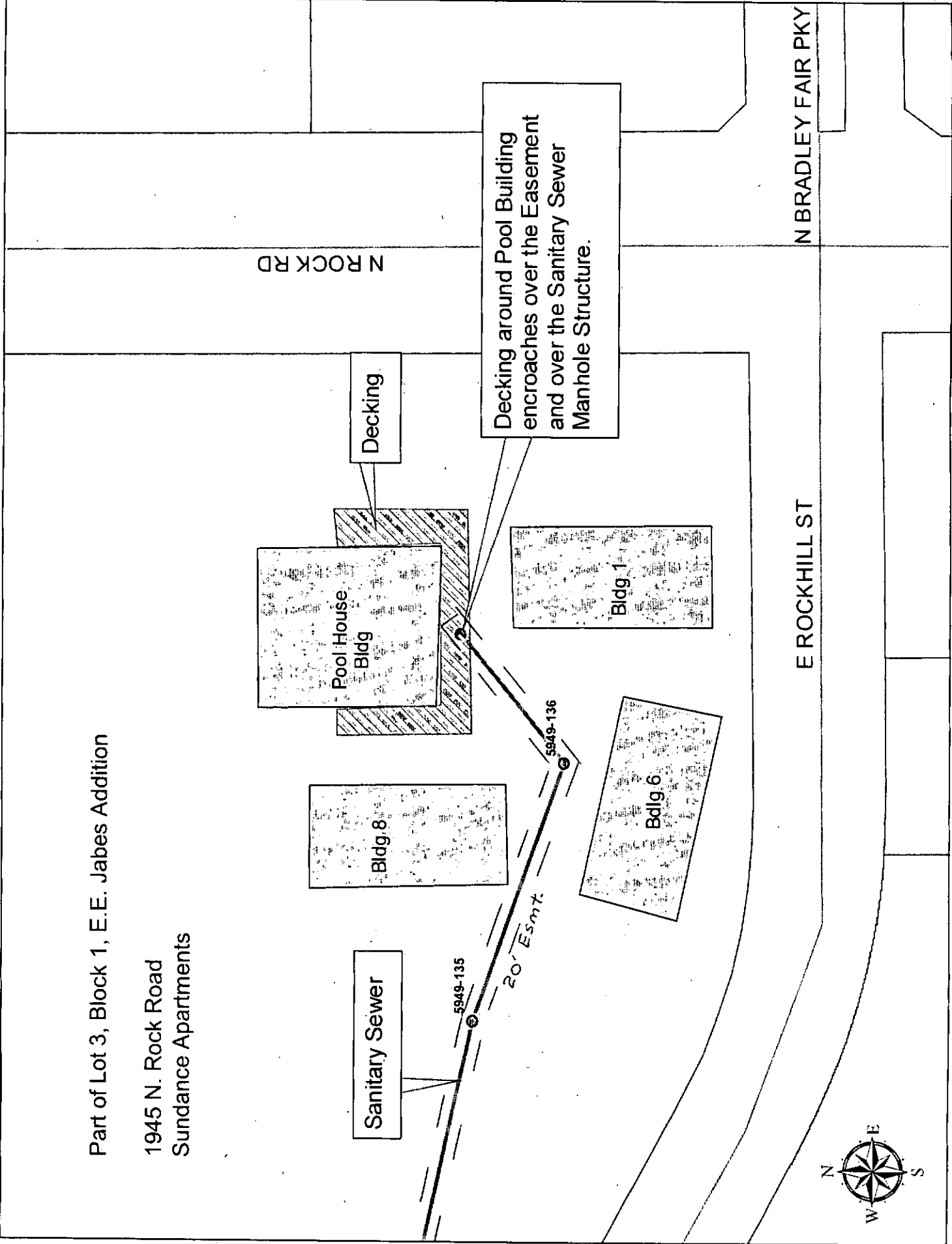
Dated at TULSA, OKLAHOMA, this 19th day of June, 1979.

Susan B. Cromwell
Notary Public

(My Commission expires June 26, 1982)

City Clerk

17. Power of Attorney: Each of the Limited Partners, and any permitted assignee of his interest hereunder, does hereby grant to Floyd R. Hardesty, as President of AFC, and to Craig E. Stough, and either of them, and their respective successors in interest as General Partners of the Partnership, an irrevocable, special power of attorney, coupled with an interest, to make, execute, sign, swear to and file, in the Limited Partner's name, place and stead, all instruments, documents and certificates which may from time to time be required by the laws of the United States of America or the State of Kansas, or any political subdivision or agency thereof, to effectuate, implement and continue the valid existence of the Partnership, including the making, execution and filing of the Partnership's Certificate of Limited Partnership and any amendments thereto or any cancellation thereof. Such representative and attorney-in-fact shall not, however, have any right, power or authority to amend or modify this Agreement when acting in such capacities.



City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Sign Agreement (south of Kellogg, east of Webb) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: Hoover, LLC is the owner of property at the southeast corner of Kellogg and Webb that will be acquired in the future to provide right-of-way for the Kellogg Freeway. The property owner has requested that a sign be permitted within the future right-of-way until the Kellogg improvement begins.

Analysis: A sign agreement has been developed to allow for the installation of the sign.

Financial Considerations: There is no cost to the City for the installation, operation and removal of the sign.

Goal Impact: This project addresses the Efficient Infrastructure goal by facilitating right-of-way acquisition for the Kellogg Freeway.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

Sign Location and Hold Harmless Agreement

This agreement ("Agreement") is made this _____ day of _____ 2010 between the City of Wichita, Kansas, a municipal corporation ("City") and Hoover Road, LLC ("Owner"), a Kansas limited liability company.

City is in the process of acquiring right-of-way to continue the existing cross town freeway-US 54 Highway-to be extended easterly through Webb Road and beyond. Owner has applied for approval to place a new two-sided D/F14' by 48' LED and/or conventional billboard ("Sign") within a Proposed Sign Area as shown on Amendment No. 1 to CUP DP-82 Cross Town East Commercial CUP ("CUP Amendment"), as approved in MAPC Case No. CUP2009-0022-Amendment #1 ("Case"). The parties agree that this location would place the Proposed Sign Area within the expected right-of-way that would necessarily be acquired for construction of the extended cross town freeway. City, in the exercise of its discretion, will permit creation and use of the Proposed Sign Area upon the following terms to which the parties have agreed.

1. Subject to the approval of the CUP Amendment in the Case, City hereby agrees to permit Owner to construct signage improvements on, within, and above the Proposed Sign Area as shown on the CUP Amendment, and specifically waives all rights of action in law or equity against Owner arising out of Owner's occupancy and encroachment on, within and above the Proposed Sign Area, if and only if occupied according to these terms.
2. Owner agrees that it will not begin construction of improvements on, within or above the said Proposed Sign Area without first obtaining City's approval of any and all plans and specifications for such improvements, through the City's normal approval process and using the City's normal approval requirements, which approval shall not be unreasonable withheld, conditioned or delayed.
3. Owner agrees that upon written notice from the City of Wichita, or its agents or assigns, that use or access to the property upon which the Proposed Sign Area is located will be required for construction staging, construction or utility location work, Owner will, within 90 days from the date of said notice, remove the Sign, including all improvements and fixtures required to install and operate the same at no cost to City, its agents or assigns; provided, however, if Owner has commenced such removal within such 90 day period and is diligently pursuing such removal, Owner shall have such additional time as is reasonable necessary, not exceed an additional 30 days, to complete such removal without being in default of this Agreement or incurring any liability to the City.
4. Upon such removal, Owner shall be allowed to erect the Sign, within the constraints of then-existing code requirements, on the site designated as Proposed Relocation Sign Area in the CUP Amendment. The movement and re-erection of the Sign shall be at no expense to City, its agents or assigns.
5. Failure to remove the Sign and all associated improvements or personal property within the 90 day notice period (as such removal period may be extended pursuant to paragraph 3 above) shall allow the City, its agents or assigns to remove the Sign and all associated improvements and fixtures as abandoned property, and to do so without liability for any storage, damage or other replacement, loss of income, loss of business opportunity or any other expense. In this instance, any salvage value shall accrue to the City.
6. Owner agrees to protect and indemnify the City against any increased cost that may accrue to it due to the necessity of delaying utility location or relocation, construction or any alteration of construction methods used as a result of the failure of Owner to remove the Sign and all associated improvements and fixtures as agreed above. In the event that Owner fails to provide such indemnification, Owner agrees that the City may off-set any costs incurred by City against any payment, settlement, or judgment owing to Owner, its successors or assigns resulting from any taking by City of any real estate owned by Owner and shown in the CUP Amendment.
7. The parties anticipate that the real property over which the Proposed Sign Area is established will be subject to a full or partial taking for the purpose of right of way acquisition and/or easements necessary for construction and maintenance of the cross town freeway. The parties stipulate that whether however that subsequent acquisition be had, the cost of removal and relocation of the

Sign is not be included as a factor determinative of value, nor is any potential diminution of income resulting from removal and re-erection of the Sign, or any period of inoperability of the Sign, to be included as a factor that is determinative of value for the underlying property.

8. This Agreement may be terminated by the City upon failure of Owner to comply with all of the terms of this Agreement; provided, however, the City may not terminate this Agreement unless it shall have given Owner written notice specifying such non-compliance and Owner shall have failed to substantially cure such non-compliance within thirty (30) days following its receipt of such notice. Notwithstanding the foregoing, the City shall not be obligated to provide any such cure time with respect to any non-compliance by the Owner with the removal/relocation requirements under paragraph 3.
9. The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the property referenced in paragraph 1 above, so long as the Sign contemplated by this Agreement remains in existence, or the costs for removal remain unsatisfied.
10. This document creates a temporary, non-exclusive interest in real property, and is not a construction contract governed by K.S.A. 16-121 as amended.

The parties have reached this Agreement and executed the same on the day and year first written above.

[SEPARATE SIGNATURE PAGES FOLLOW FOR OWNER AND CITY]

Signature page of Hoover Road, LLC to Sign Location and Hold Harmless Agreement

HOOVER ROAD LLC, a Kansas limited liability company

By: _____
Steve Clark, Manager

Signature page of the City of Wichita to Sign Location and Hold Harmless Agreement

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[Seal]

ATTEST:

By: _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law and
City Attorney

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Design Services for Harry and Broadway Intersection (Districts I & III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On March 9, 2010, the City entered into an agreement with Ruggles & Bohm, P.A. Inc. to design paving, drainage and traffic signal improvements to the intersection of Harry and Broadway. The fee was \$87,000. The improvement will also include the replacement of a waterline. Approval of that part of the design work was delayed until a determination could be made that Water Utility funding is available. An analysis of the Water Utility Capital Improvement Program (CIP) has been conducted and the funding is available. A supplemental design agreement has been prepared for the additional work.

Analysis: The fee for the supplemental agreement is \$8,900.

Financial Considerations: Ruggles & Bohm's total fee including the supplemental agreement will be \$95,900. Funding for the water main design is included in the 2010 CIP Main Replacement Project.

Goal Impact: This project addresses the Efficient Infrastructure goal by replacing a deficient water main.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental agreement, Water Utility CIP justification.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 9, 2010

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated March 9, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **HARRY & BROADWAY INTERSECTION (472 84880)**.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOT THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

8” Water Main Replacement-Harry & Broadway
(Project No. 448 90465)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outline in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$8,900.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2010.

BY ACTION OF CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name and Title)

ATTEST:



Wichita Water Utilities

INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager
FROM: Greg Lolley, Engineer Technician II
THROUGH: Christopher M. Carrier, P.E. *[Signature]*
Interim Utilities Director
SUBJECT: Emergency CIP Justification Request: Water & Sewer Banana Projects
DATE: April 08, 2010

Nature of Emergency: Public Works is in the process of bidding contract maintenance and paving projects that include water and sewer infrastructure. Funding for these projects is provided by Water Utilities, but the funding is not allocated until requested from Public Works. Every year, as part of the CIP process, Water Utilities proposes four CIP projects to cover both Water & Sewer new mains work and rehabilitation of old mains work. These four projects are known as "Banana Projects". As budget monies are needed, the Controller's Office "peels away budget money" to set up the needed projects – never allocating more budget money than exists in a given year. The Water Utilities portion of Public Works projects is normally funded from one of these four CIP projects. The budget for each of these four projects was approved by Council in the 2009 – 2018 CIP and already approved for spending on the January 5, 2010 Council Agenda. As sub-projects are identified for these four projects, the Controller's Office is notified to allocate the appropriate monies to a specific OCA for expense tracking. As many of these projects begin in one year and end in the next, Water Utilities returns to Council annually and requests the prior year's available budget monies be moved forward to the next year's four project budgets. In recent years, this budget move has also guaranteed sufficient budget monies to cover the reserve requirement and cost of bond issuance. The budget move generally occurs by June of each year.

For 2010, the approved CIP Banana Projects are:

- | | |
|---|-------------|
| 1. 2010 W-65 Unidentified Mains-Development | \$1,500,000 |
| <i>(Possible carry-forward in June from 2009: \$3.2M)</i> | |
| 2. 2010 W-67 Distribution Mains Replacement | \$1,500,000 |
| <i>(Reduced from \$2.5M during Jan/Feb Pro Forma Adjustments;
Possible carry-forward in June from 2009: \$2.5M)</i> | |
| 3. 2010 S-4 Reconstruction of Old Sanitary Sewer | \$1,500,000 |
| <i>(Possible carry-forward in June from 2009: \$1.4M)</i> | |
| 4. 2010 S-5 Mains for Future Development | \$1,500,000 |
| <i>(Reduced from \$2.5M during Jan/Feb Pro Forma Adjustments;
Possible carry-forward in June from 2009: \$1.3M)</i> | |

For Public Works to proceed with projects which include Water Utilities participation, the Controller's Office needs authorization to transfer budget monies from the Banana Project to the specific Public Works projects.

Technical Violations: None

Impact of Violations: None

Other Concerns: Possible delay of Public Works projects, unless the costs can be absorbed and paid for from Public Works funds.

APPROVED:

only the replacement & reconstruction projects - \$3 million

[Signature]

Robert Layton, City Manager

5/9/10
Date

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Design Services for the Pawnee and Broadway Intersection (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On March 9, 2010, the City entered into an agreement with Baughman Company, P.A. Inc. to design paving, drainage and traffic signal improvements to the intersection of Pawnee and Broadway. The fee was \$121,250. The improvement will also include the replacement of a sanitary sewer line. Approval of that part of the design work was delayed until a determination could be made that Sewer Utility funding is available. An analysis of the Sewer Utility Capital Improvement Program (CIP) has been conducted and the funding is available. A supplemental design agreement has been prepared for the additional work.

Analysis: The fee for the supplemental agreement is \$19,880.

Financial Considerations: Baughman's total fee including the supplemental agreement will be \$141,130. Funding for the sewer main design is included in the 2010 CIP Main Replacement Project.

Goal Impact: This project addresses the Efficient Infrastructure goal by replacing a deficient sanitary sewer main.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental agreement, Sewer Utility CIP justification.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED MARCH 9, 2010
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
“CITY”
AND
BAUGHMAN COMPANY, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
“ENGINEER”

WITNESSETH:

WHEREAS, there now exists a Contract (dated March 9, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **PAWNEE & BROADWAY INTERSECTION** (Project No. 472 84881).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the “PROJECT” as stated on page 1 of the above referenced agreement is hereby amended to include the following:

36” Sewer Line Replacement along Pawnee
(Project No. 468 84666)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outline in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$19,880.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2010.

BY ACTION OF CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

N. Brent Wooten, President

ATTEST:



Wichita Water Utilities

INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager
FROM: Greg Lolley, Engineer Technician II
THROUGH: Christopher M. Carrier, P.E. *[Signature]*
Interim Utilities Director
SUBJECT: Emergency CIP Justification Request: Water & Sewer Banana Projects
DATE: April 08, 2010

Nature of Emergency: Public Works is in the process of bidding contract maintenance and paving projects that include water and sewer infrastructure. Funding for these projects is provided by Water Utilities, but the funding is not allocated until requested from Public Works. Every year, as part of the CIP process, Water Utilities proposes four CIP projects to cover both Water & Sewer new mains work and rehabilitation of old mains work. These four projects are known as "Banana Projects". As budget monies are needed, the Controller's Office "peels away budget money" to set up the needed projects – never allocating more budget money than exists in a given year. The Water Utilities portion of Public Works projects is normally funded from one of these four CIP projects. The budget for each of these four projects was approved by Council in the 2009 – 2018 CIP and already approved for spending on the January 5, 2010 Council Agenda. As sub-projects are identified for these four projects, the Controller's Office is notified to allocate the appropriate monies to a specific OCA for expense tracking. As many of these projects begin in one year and end in the next, Water Utilities returns to Council annually and requests the prior year's available budget monies be moved forward to the next year's four project budgets. In recent years, this budget move has also guaranteed sufficient budget monies to cover the reserve requirement and cost of bond issuance. The budget move generally occurs by June of each year.

For 2010, the approved CIP Banana Projects are:

- | | |
|--|-------------|
| 1. 2010 W-65 Unidentified Mains-Development | \$1,500,000 |
| <i>(Possible carry-forward in June from 2009: \$3.2M)</i> | |
| 2. 2010 W-67 Distribution Mains Replacement | \$1,500,000 |
| <i>(Reduced from \$2.5M during Jan/Feb Pro Forma Adjustments;
(Possible carry-forward in June from 2009: \$2.5M)</i> | |
| 3. 2010 S-4 Reconstruction of Old Sanitary Sewer | \$1,500,000 |
| <i>(Possible carry-forward in June from 2009: \$1.4M)</i> | |
| 4. 2010 S-5 Mains for Future Development | \$1,500,000 |
| <i>(Reduced from \$2.5M during Jan/Feb Pro Forma Adjustments;
(Possible carry-forward in June from 2009: \$1.3M)</i> | |

For Public Works to proceed with projects which include Water Utilities participation, the Controller's Office needs authorization to transfer budget monies from the Banana Project to the specific Public Works projects.

Technical Violations: None
Impact of Violations: None

Other Concerns: Possible delay of Public Works projects, unless the costs can be absorbed and paid for from Public Works funds.

APPROVED: *only the replacement & reconstruction projects - \$3m. min.*

Robert Layton, City Manager

5/9/10
Date

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for improvements to the Big Slough South (south of 47th Street South, west of I-135 Freeway) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On September 15, 2009, the City Council approved a petition to improve the drainage of Big Slough South at the Kansas Turnpike. On May 17, 2010, the Staff Screening and Selection Committee recommended Professional Engineering Consultants (PEC) to design the improvements based upon their approach to the project, staff availability, knowledge and expertise. PEC had completed some preliminary engineering work in the same drainage basin as part of other petition work for the developer, and has an intimate knowledge of the local area.

Analysis: The improvement will enlarge a box culvert under the Kansas Turnpike. The project is required for the development of a large, vacant commercial tract. It will also provide flood protection for existing neighborhoods in the area, with an estimated 150 houses removed from the floodplain post construction.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$129,420 and will be paid by General Obligation bonds and special assessments. Funding is budgeted in the 2009-2018 Capital Improvement Program.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing drainage improvements for a new commercial development and an existing residential area.

Legal Considerations: The Department of Law has approved the agreement as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

DRAINAGE IMPROVEMENTS OF BIG SLOUGH SOUTH
(RIVERSIDE DRAINAGE) AT THE KANSAS TURNPIKE

THIS AGREEMENT, made this _____ day of _____, 2010, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**DRAINAGE IMPROVEMENTS OF BIG SLOUGH SOUTH
(RIVERSIDE DRAINAGE) AT THE KANSAS TURNPIKE**

(Storm Water Drain No. 361)

Project No. 468 84636

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing drainage improvements of Big Slough South and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project

Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

\$120,020.00 (RCBC)

\$ 9,400.00 (CLOMR, includes Permit Application Fee)

\$129,420.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, City Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

(Name & Title)

ATTEST:

SCOPE OF SERVICES

DRAINAGE IMPROVEMENTS OF BIG SLOUGH SOUTH (RIVERSIDE DRAINAGE) AT THE KANSAS TURNPIKE

(Storm Water Drain No. 361)

Project No. 468 84636

The Big Slough South is a large drainage tributary that drains much of southwest Wichita, and crosses the Kansas Turnpike South of 55th Street South, about half way between 55th Street and 63rd Street. Maintenance responsibility falls under the jurisdiction of the Riverside Drainage District. The present KTA drainage structure is inadequate by today's standards and creates a backwater during the 100-year storm event. As a consequence, a large number of residential and commercial properties in this area must pay flood insurance, and would benefit significantly from a new drainage structure under the Kansas Turnpike. In December, 2006, Southfork Investment LLC contracted with Professional Engineering Consultants, P.A (PEC) to evaluate a new, larger RCB-type structure to be constructed under the Kansas Turnpike to carry the flow in the Big Slough South basin. PEC's initial estimate was that approximately 155 homes, along with the Southfork site (area outlined on map) and the nearby properties could be removed from the 100-year floodplain as a direct result of this project.

The project will require a FEMA CLOMR submittal prior to construction and a FEMA LOMR upon the completion of project. PEC'S efforts for the CLOMR submittal are estimated to be 90% complete. The FEMA map revisions for the CLOMR shall tie into the effective HEC-RAS modeling downstream of Hydraulic, and upstream of Broadway. Hydraulic models, documentation, mapping and other items needed to receive comments from FEMA regarding the effects proposed construction modeled in the CLOMR would have upon the base flood profile, floodplain and floodway shall meet requirements defined in FEMA MT-2 FORM 1 (OVERVIEW AND CONCURRENCE FORM), FORM 2 (RIVERINE HYDROLOGY AND HYDRAULICS FORM) and FORM 3 (RIVERINE STRUCTURES FORM).

Actual revisions to the effective FEMA maps cannot be made until construction of the new RCB is complete. At the conclusion of the KTA RCB construction, a LOMR will be submitted to FEMA on behalf of the City of Wichita which will incorporate lowered base flood elevations due to the new KTA RCB. It is anticipated that a county-wide effort to update and modernize FEMA flood maps in Sedgwick County to digital D-FIRM standards compliant with ESRI geodatabase, including the City of Wichita, will be underway at the time the construction of the new KTA RCB is complete; if this is the case, the efforts required to submit the Big Slough South LOMR will be included in the (separate) county-wide FEMA remapping Scope of Services. If, due to timing, or for other reasons the scope for the county-wide FEMA remapping project does not include the Big Slough South with the new KTA RCB, then the City may direct PEC to submit a LOMR request to FEMA based on the PEC CLOMR, and As-Built Plans, Survey and Certifications. If the City directs PEC to prepare and submit the LOMR, the tasks and fees required to do so have not been included in the subject project, and a supplemental agreement will be required.

The ENGINEER shall design a bridge replacement structure consisting of a three cell 16' span by 12' high by 135' long Reinforced Concrete Box with a 3' high upstream soil saver. The type of construction, whether pre-cast of cast-in-place will be determined based on the factors of cost, construction methods, minimized stream restriction and adherence to the existing waterway requirements. The design will include looking at utility relocation and right-of-way requirements, although it is anticipated that no R/W will be required. The City must approve the initiation of the Construction Design work following the completed Concept Phase. The ENGINEER shall perform all work necessary for permitting and floodplain map revisions (except LOMR), as included in the Scope of Services and shall fully understand all requirements of the attached Scope of Services, and the final design fee shall reflect comprehension of these requirements. This includes coordination of utility relocation work directly with the utility companies, from project inception through construction. The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

Expectations:

- One Public Meeting and District Advisory Board presentation
- Hydraulic Analysis for Project Area
- Stabilize the Big Slough South channel upstream and downstream of the improvement
- Develop typical stabilization sections
- Design a structure that is self cleaning, may include upstream soil saver walls
- Submit permits to the COE, KS-DWR, KDHE, KDWP, and KTA
- Coordinate Geotechnical borings and assess data, cost of boring will be paid by the City as a direct cost
- Prepare preliminary/final plans and bid documents per City Specifications
- Develop cost estimates when the preliminary and final plans are completed
- Complete the efforts underway (90% complete) for CLOMR submittal: including effective 4-frequency & floodway models; run duplicate effective 4-frequency & floodway models; prepare & run corrective effective and 4-frequency models; run existing/pre-project 4-frequency and floodway models; and run revised/project 4-frequency & floodway models.
- Anticipated fee to FEMA to review the the CLOMR (\$4,400).
- Submit FEMA CLOMR: Include a final map revision and forms; prepare final revised floodplain/floodway maps in; prepare revised profiles and data tables; prepare hydraulic submittal report; and respond to FEMA questions.
- CLOMR limits will be between Hydraulic Ave and upstream of Broadway or until the improvements converge into pre-project conditions
- Provide necessary coordination with FEMA, KTA, Utility companies, Riverside Drainage District, Permitting agencies

Deliverables:

- Preliminary and Final Hydraulic Report
- Preliminary Plans (Field Check)
- Final Plans and Special Provisions
- CLOMR submittals, excluding the FEMA Fee
- Permit Applications (KDHE, 404 Nationwide, KS DWR, KTA)
- Cost Estimates at Preliminary and Final Plans

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.

6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

- Finalize Hydraulic Report: September 1, 2010
- Field Check Plans: November 1, 2010
- Final Plans: February 1, 2011
- Construction: April 1, 2011

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

**City of Wichita
City Council Meeting
July 13, 2010**

TO: Mayor and City Council Members

SUBJECT: Change Order No. 2: 21st Street North Bridge at the Little Arkansas River
(District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve Change Order No. 2.

Background: On October 21, 2008, the City Council approved a construction contract with Wildcat Construction Co. to rehabilitate the 21st Street North Bridge at the Little Arkansas River. Heavy rains on April 26 and April 27, 2009, raised the river level in a short amount of time and caused significant scour and erosion under an existing abutment, forcing the bridge to be closed. On June 2, 2009, the City Council approved Change Order No. 1 for \$70,000 to fill a void, install additional rip rap to protect the slope and replace pavement so that the bridge could be reopened to traffic.

Analysis: Change Order No. 2 has been prepared to adjust final measured quantities based on final field measurements. In addition, the extremely high river levels washed out the west bank approximately 200' south of the bridge, requiring much larger quantities of rip rap than planned at the time of bidding. Also, additional areas of the bridge deck required shallow depth patching. The work items are listed on the attached change order document.

Financial Considerations: The amount of Change Order No. 2 is \$33,607, with \$24,533 paid by federal transportation funds and \$9,074 paid by City General Obligation bonds. The change order includes significant cost under runs in other areas. The original contract amount is \$2,140,353. This change order plus the previous change order represents 4.84% of the original contract amount. Funding is available in the project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by extending the life of a bridge over the Little Arkansas River.

Legal Considerations: The Law Department has approved the change order as to legal form.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 2 and authorize the necessary signatures.

Attachment: Change Order No. 2.



PUBLIC WORKS-ENGINEERING

April 8, 2010
CHANGE ORDER

To: Wildcat Construction Co., Inc.

Change Order No.: 2

Purchase Order No.: 801314

CHARGE TO OCA No.: 715719

Project: 25th St. Bridge Rehab **TIED W/**
21st St. Bridge Rehab over the Little Ark. River

Project No.: 87N-0360-01(472-84595)/
87n-0429-01(472-84748)

OCA No.: 715715/715719

PPN: 247131/248135

Please perform the following extra work at a cost not to exceed \$33,606.52

Additional Work: Reduce field office bid quantity.

Reason for Additional Work: Since the job site was small and the number of contractors on the project were few, contractor was not required to provide a field office for the project.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Field Office & Lab	Bid	(1.0) ea	2,500.00	(2,500.00)

Additional Work: Reduce drill and grout bid quantity

Reason for Additional Work: The existing reinforcement at the top of the pier widening was in good shape and left in place. Contractor was not required to drill and grout #9PB4, #9PB10, #9PB16, and #9PB20 bars.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Drill and Grout	Bid	(42.0) ea	18.00	(756.00)

Additional Work: Adjust measured bid items

Reason for Additional Work: Adjust measured quantity bid items based on final field measurements.

<u>Item</u>	<u>Negot'd/Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
Partial Depth Patching	Bid	6.17 sy	200.00	12,340.00
Full Depth Patching	Bid	(10.0) sy	265.00	(2,650.00)
Reinforcing Steel (Repair)	Bid	(261.0)lb	2.75	(717.75)
Curb Inlet Protection	Bid	(4.0) ea	50.00	(200.00)
Stabilized Entrance	Bid	(2.0) ea	600.00	(1,200.00)

Additional Work: Adjust items on CO #1

Reason for Additional Work: CO#1 added items to make repairs to the east abutment. Quantities were final measured and adjustments are needed based on final measurements. Additional rip rap was also added around the west abutment to protect from erosion.

Item	Negot'd/Bid	Qty		Unit Price	Extension
Flowable fill	Negot'd	(86.0)	cy	110.00	(9,460.00)
Compacted fill (borrow)	Negot'd	9.0	cy	35.00	315.00
Grouted rip rap	Negot'd	286.0	cy	100.00	28,600.00
Compacted embankment fill	Negot'd	(563.0)	cy	29.00	(16,327.00)

Additional Work: Stabilize west bank of the river south of the bridge.

Reasons for Additional Work: Due to an unstable, steep riverbank and unusually high river levels, the west bank had numerous washouts approximately 200' south of the bridge.

Item	Negot'd/Bid	Qty		Unit Price	Extension
Tree Removal	Negot'd	2.0	ea	450.00	900.00
Demo concrete flumes	Negot'd	2.0	ea	500.00	1,000.00
Rip-Rap(Light Stone)	Bid	153.0	cy	100.00	15,300.00
Site restoration	Negot'd	1.0	LS	2,030.00	2,030.00

Additional Work: Curb and asphalt removal/replacement

Reason for Additional Work: Additional curb and gutter removal is necessary to allow sufficient drainage and match new approach slab elevations on the southeast and southwest corner of the bridge. Existing asphalt must be milled and overlaid to match these new curb grades. Concrete base repair is needed east of the bridge within the limits of this curb and gutter removal.

Item	Negot'd/Bid	Qty		Unit Price	Extension
Curb and gutter replacement	Negot'd	98.5	lf	23.50	2,314.75
2" asphalt overlay	Negot'd	73.27	sy	26.00	1,905.02
Concrete base repair	Negot'd	17.5	sy	155.00	2,712.50

CIP Budget Amount: \$1,385,000.00 (715715)	Original Contract Amt.: \$2,140,353.00
\$1,630,000.00(715719)	
Consultant: PEC	Current CO Amt.: \$33,606.52
Total Exp. & Encum. To Date: \$1,394,253.26 (715719)	Amt. of Previous CO's: \$70,000.00
CO Amount: \$33,606.52	Total of All CO's: \$103,606.52
Unencum. Bal. After CO: \$202,140.22 (715719)	% of Orig. Contract / 25% Max.: 4.84%
	Adjusted Contract Amt.: \$2,243,959.52

Recommended By:

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Jim Armour, P.E.
City Engineer

Date

Approved:

Approved:

Contractor

Date

Chris Carrier, P.E.
Director of Public Works

Date

Approved as to Form:

Gary Rebenstorf Date
Director of Law

Approved:

Benny P. Tarverdi Date
KDOT Metro Engineer

By Order of the City Council:

Carl Brewer Date
Mayor

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of the Southeast Corner of 119th Street West and Pawnee Avenue for the 119th Street West, Pawnee Avenue to Kellogg Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 11, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the road improvement project 119th Street West between Pawnee Avenue and Kellogg. The project will provide four through lanes on 119th Street West, traffic signal at the intersection of Pawnee and 119th, landscaped medians, sidewalks and a bike path. The corridor is improved with residential properties, agricultural land and a church. From the property at the southeast corner of 119th Street West and Pawnee, it is necessary to acquire an irregular shaped parcel for road right-of-way and a temporary construction easement. The 160 acre site is in agricultural production.

Analysis: The proposed acquisition consists of 12,401 square feet for road right-of-way together with 2,495 square feet for a temporary construction easement. The site is in agricultural production. The crops within the right-of-way and temporary easement area will be disturbed by the project. The owner agreed to convey the necessary properties for the estimated market value of \$4,400. This amount is comprised of \$3,100, or \$0.25 per square foot for the right-of-way; \$125, or 0.05 per square foot for the construction easement; and \$1,175 for crop damages.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$5,050 is requested. This includes \$4,400 for acquisition and \$650 for closing costs and title insurance.

Goal Impact: The acquisition of this easement is necessary to ensure efficient infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the real estate purchase agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Agreement; 2) Authorize all necessary signatures; and 3) Approve the budget.

Attachments: Aerial map, tract map and Real Estate Agreement.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Jacobs Family Investments, LLC, hereinafter referred to as "Seller," whether one or more, and City of Wichita, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property as road right-of-way, temporary construction easement and damages including but not limited to: crops, all situated in Sedgwick County, Kansas, to wit:

As right-of-way:

Commencing from the Northwest corner of the Northwest Quarter of Section 6, Township 28 South, Range 1 West of the 6th PM, Sedgwick County, KS; thence on an assumed bearing of S02°56'06"E, along the West line of said Quarter, a distance of 60.01 feet; thence N87°55'20"E, parallel with the North line of said Quarter, a distance of 40.00 feet to the point of beginning; thence continuing N87°55'20"E, parallel with said North line, a distance of 35.00 feet; thence S02°56'06"E, parallel with said West line, a distance of 190.02 feet; thence S11°09'01"W for a distance of 102.73 feet to a point 50 feet East of said West line; thence S02°56'06"E, parallel with said West line, a distance of 350.00 feet; thence S87°03'54"W, perpendicular to said West line, a distance of 10.00 feet; thence N02°56'06"W, parallel with said West line, a distance of 640.18 feet to the point of beginning, containing 0.285 acres (12,401.74 square feet), more or less.

As temporary construction easement:

Commencing from the Northwest corner of the Northwest Quarter of Section 6, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, KS; thence on an assumed bearing of S02°56'06"E, along the West line of said Quarter, a distance of 60.01 feet; thence N87°55'20"E, parallel with the North line of said Quarter, a distance of 75.00 feet; thence S02°56'06"E, parallel with said West line, a distance of 190.02 feet to the point of beginning; thence S11°09'01"W for a distance of 102.73 feet to a point 50 feet East of said West line; thence S02°56'06"E, parallel with said West line, a distance of 50.00 feet; thence N87°03'54"E, perpendicular to said West line, a distance of 25.00 feet; thence N02°56'06"W, parallel with said West line, a distance of 149.64 feet to the point of beginning, containing 0.057 acres (2,495.46 square feet), more or less.

Said temporary construction easement shall expire at the end of construction for the project or at 11:59 PM on December 31, 2011, whichever comes first.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real properties and any damages to the remainder, the sum of Four Thousand Four Hundred Dollars and No Cents (\$4,400) in the manner following, to-wit: cash at closing.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Buyer will order title at its cost.
5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before July 30, 2010.
8. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
9. Possession to be given to Buyer on closing date.
10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100 % by buyer. Buyer will pay 100% closing costs.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

JACOBS FAMILY INVESTMENTS, L.L.C.:

Marilyn B. Wood
Marilyn B. Wood

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

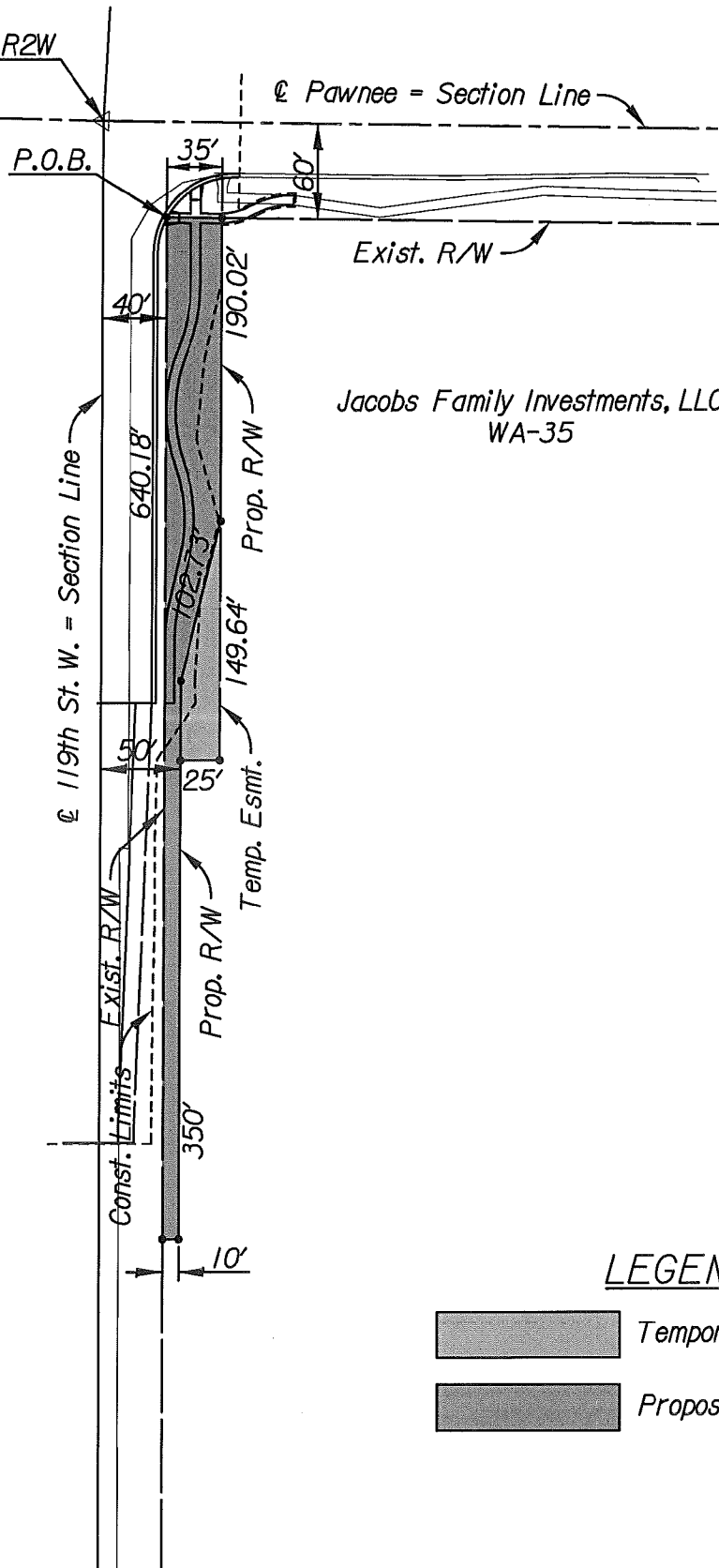
Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

TRACT MAP WA-35
RIGHT OF WAY &
TEMPORARY CONSTRUCTION EASEMENT

SE Cor., Sec. 36, T27S, R2W



(Not to Scale)

Jacobs Family Investments, LLC
WA-35

LEGEND

- Temporary Const. Esmt.
- Proposed Right of Way

Mar. 3, 2010

WA-35



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
July 13, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of a Temporary Construction Easement at 1303 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 4, 2009, the City Council approved funding to acquire right-of-way for a project to improve 119th Street West from Kellogg to Maple. The improvements will consist of widening the two lane road to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 119th. To facilitate construction, a temporary easement is required from the parcel at 1303 South 119th Street West. The 1.3 acre site is zoned for single-family residential and improved with a 1964 residence. The improvements are removed from the road. There are some bushes within the proposed temporary easement area that will be impacted.

Analysis: The proposed temporary easement area consists of 615 square feet. The easement will permit city staff and contractors access to match the grade of the driveway with the road together with access for the construction of a sidewalk along the road right-of-way line. The easement's estimated value of \$250 was accepted by the owner. The easement is valued at \$37, or \$0.06 per square foot. \$213 has been allowed as damages to the landscaping.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the State. A budget of \$400 is requested. This includes \$250 for acquisition and \$150 for administrative fees.

Goal Impact: The acquisition of this easement is necessary to ensure efficient infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Accept the Easement and 2) Approve the Budget.

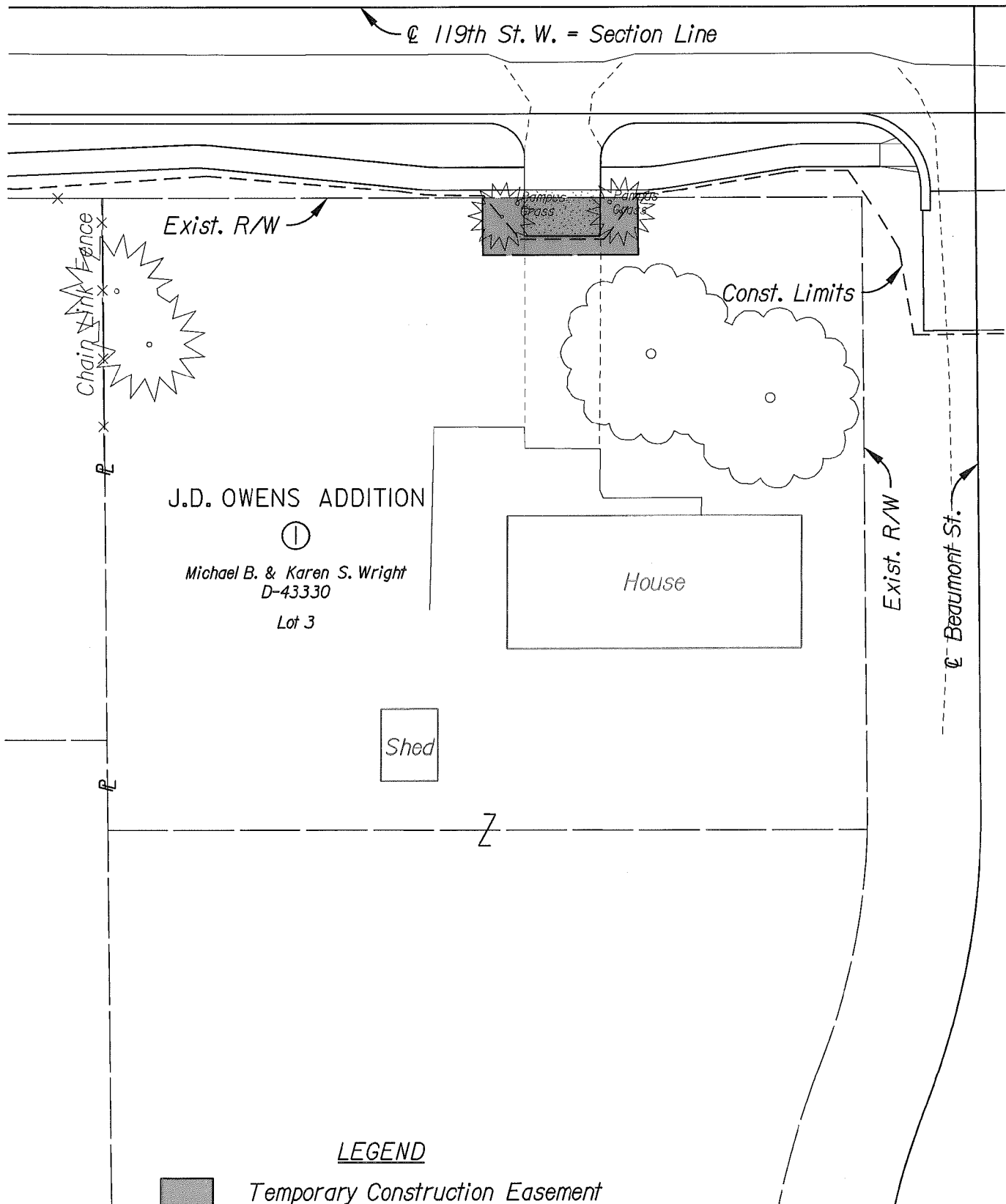
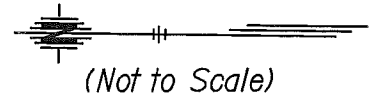
Attachments: Aerial map, tract map and temporary construction easement.

1303 South 119th St



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TRACT MAP D-43330
TEMPORARY CONSTRUCTION EASEMENT



March 4, 2010

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 21st day of June, 2010, by and between Michael E. Wright and Karen S. Wright, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

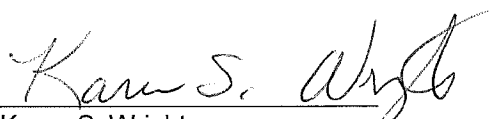
Temporary Construction Easement

Commencing from the Southeast Corner of Lot 3, Block 1, J.D. Owens Addition to Sedgwick County, Kansas; thence North along the East line of said Lot 3 a distance of 59 feet to the point of beginning; thence West, parallel with the South line of said Lot 3, a distance of 15 feet; thence North, parallel with said East line of said Lot 3, a distance of 40 feet; thence East, parallel with said South line of said Lot 3, a distance of 15 feet to a point on said East line of said Lot 3; thence South along said East line of said Lot 3 a distance of 40 feet to the point of beginning, containing 614.95 square feet more or less.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.


IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.


Michael E. Wright

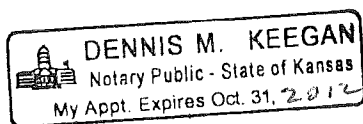

Karen S. Wright

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on the 22ND day of June, 2010 by
Michael E. Wright and Karen S. Wright, husband and wife of Sedgwick County Kansas.


Dennis M. Keegan, Notary Public

My Commission Expires: October 31, 2012



CITY OF WICHITA
City Council Meeting
July 13, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of a Temporary Construction Easement at 456 South 119th Street for the 119th Street West from Kellogg to Maple Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 4, 2009, the City Council approved funding to acquire right-of-way for a project to improve 119th Street West from Kellogg to Maple. The improvements will consist of widening the two lane road to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 119th. To facilitate construction, a temporary easement is required from the parcel at 1303 South 119th Street West. The 40,075 square foot site is zoned for single-family residential and improved with a 1965 residence. The improvements are removed from the road.

Analysis: The proposed temporary easement area consists of 820 square feet. The easement will permit city staff and contractors access to the site to match the grade of the driveway with the road. The easement's estimated value of \$100 was accepted by the owner. The easement is valued at \$50, or \$0.06 per square foot. \$100 is an established minimum offer.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administered by the State. A budget of \$250 is requested. This includes \$100 for acquisition and \$150 for administrative fees.

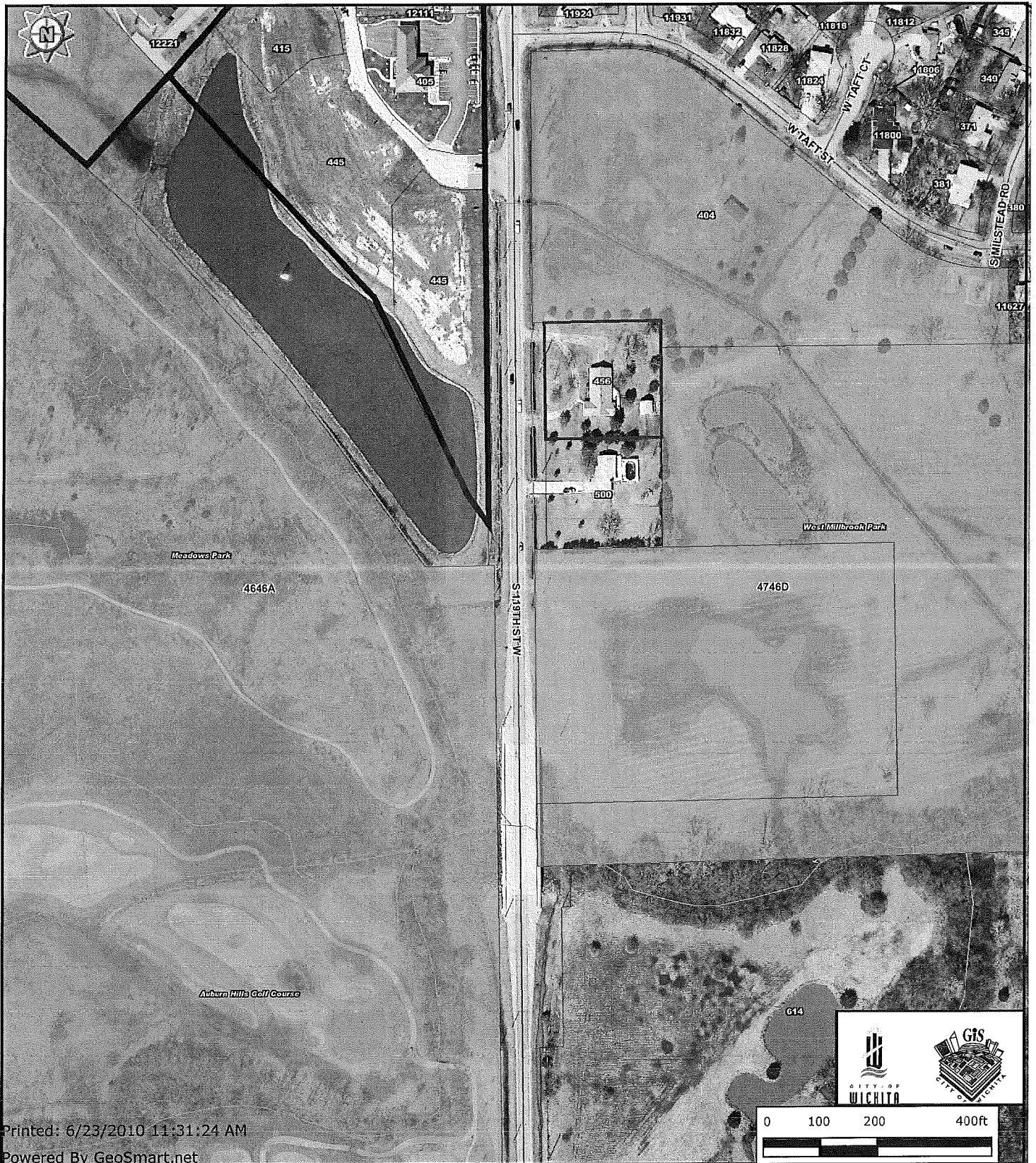
Goal Impact: The acquisition of this easement is necessary to ensure efficient infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Accept the Easement and 2) Approve the Budget.

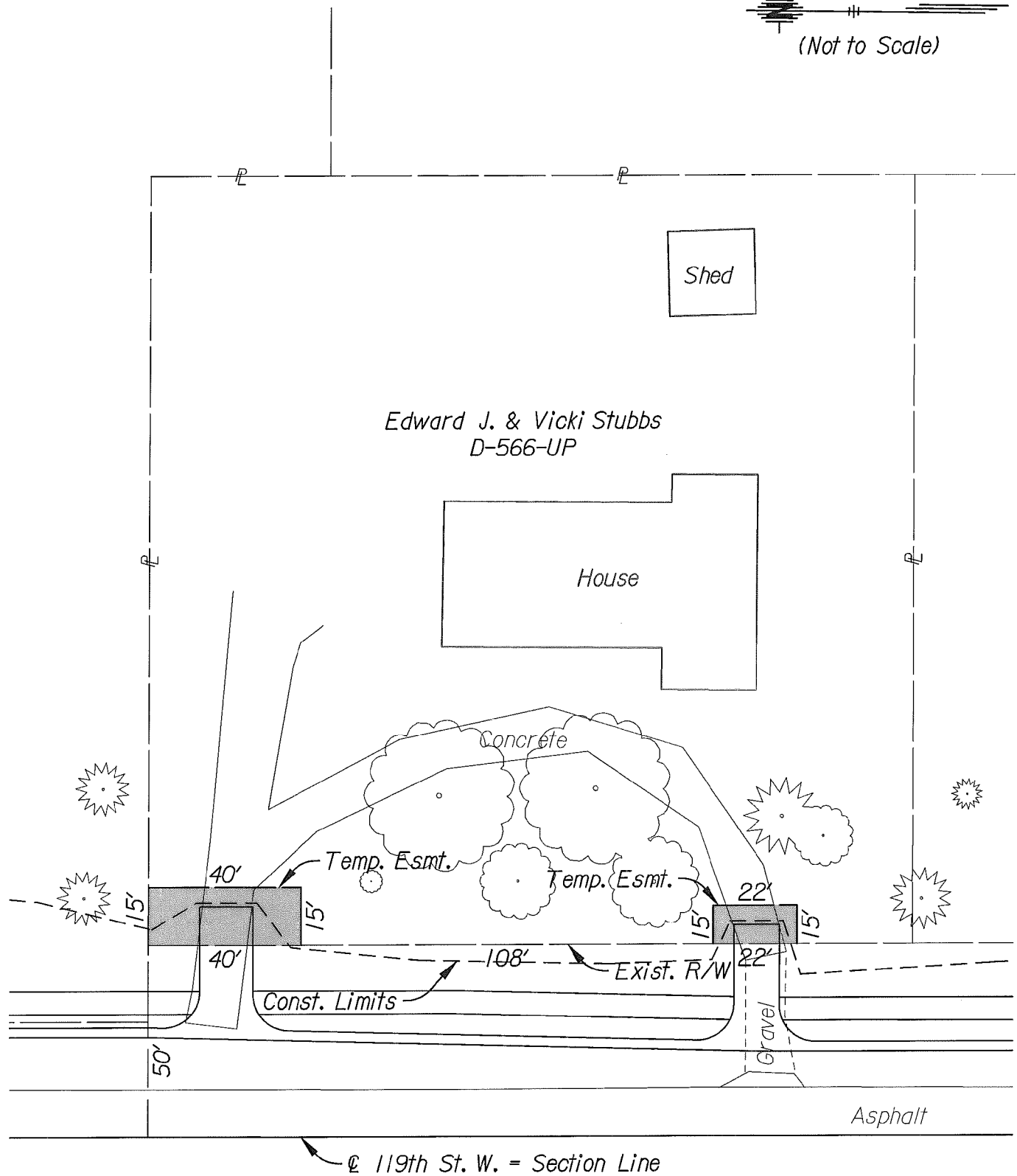
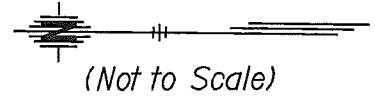
Attachments: Aerial map, tract map and temporary construction easement.

456 South 119th Street



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TRACT MAP D-566-UP
TEMPORARY CONSTRUCTION EASEMENT



LEGEND

 Temporary Construction Easement

March 15, 2010

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 21st day of June, 2010, by and between Edward J. Stubbs and Vicki Stubbs, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred and no/100 Dollars (\$100.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

Temporary Construction Easement

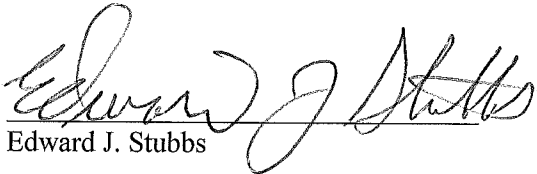
Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, said point being 986 feet South of the Northwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 50 feet to the point of beginning; thence South, parallel with said West line, a distance of 40 feet; thence East, perpendicular to said West line, a distance of 15 feet; thence North, parallel with said West line, a distance of 40 feet; thence West, perpendicular to said West line, a distance of 15 feet to the point of beginning, containing 600.00 square feet more or less.

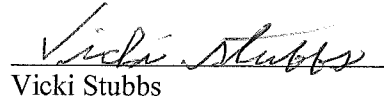
Together with:

Commencing from a point on the West line of the Northwest Quarter of Section 30, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, said point being 986 feet South of the Northwest Corner of said Northwest Quarter; thence East, perpendicular to said West line, a distance of 50 feet; thence South, parallel with said West line, a distance of 148 feet to the point of beginning; thence continuing South, parallel with said West line, a distance of 22 feet; thence East, perpendicular to said West line, a distance of 10 feet; thence North, parallel with said West line, a distance of 22 feet; thence West, perpendicular to said West line, a distance of 10 feet to the point of beginning, containing 220.00 square feet more or less.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.


IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.


Edward J. Stubbs

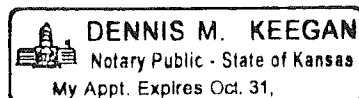

Vicki Stubbs

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on the 22ND day of June, 2010 by
Edward J. Stubbs and Vicki Stubbs, husband and wife of Sedgwick County Kansas.


Dennis M. Keegan, Notary Public

My Commission Expires: October 31, 2012



CITY OF WICHITA
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1316 West 47th Street South for the 47th Street South from Meridian to Seneca Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 9, 2008, the City Council approved funding to acquire right-of-way for a project to improve 47th Street South from Meridian to Seneca from two lanes with open ditches to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed in the available right of way. Ditches will be replaced with a curb and gutter storm water system and sidewalks will be built along both the north and south sides of 47th. The project requires the acquisition of the south 20 feet of the property identified as 1316 West 47th Street South. The farmstead at 1316 West 47th Street is situated on 4.5 acres. The improvements are removed from the acquisition area however; a fence and mature trees will be impacted.

Analysis: The proposed acquisition at 1316 West 47th is for road right-of-way, together with a temporary construction easement. The owner agreed to accept the appraised value of \$4,300 for the proposed acquisition. This offer consists of \$1,400 for the 6,807 square foot right-of-way, or \$0.21 per square foot; \$100 for the 1,700 square foot temporary easement during construction, or \$0.06 per square foot; and \$2,800 as damages to fencing and trees.

Financial Considerations: The funding source is General Obligations Bonds and Federal Grants administrated by the State. A budget of \$4,950 is requested. This includes \$4,300 for acquisition and \$650 for administrative costs such as title insurance and closing costs.

Goal Impact: The acquisition of this easement is necessary to ensure efficient infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the real estate purchase agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Agreement; 2) Authorize all necessary signatures; and 3) Approve the budget.

Attachments: Aerial map, tract map and Real Estate Agreement.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 29th day of June, 2010 by and between Wayne Miller Smith, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract in Wichita, Sedgwick County, Kansas, to wit:

The North 20.00 feet of the South 50.00 feet of the following described tract of land: A tract of land in the SE Quarter of Section 18, Township 28 South, Range 1 East of the 6th Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at a point 681 feet West of the SE Corner of the SE Quarter of Section 18, Township 28 South, Range 1 East, thence North 639 feet; thence West 340.5 feet; thence South 639 feet; thence East 340.5 feet to the place of beginning subject to Road Right-of-way of Record. Containing 6,807.9 square feet, more or less.

And the Seller does hereby agree to sell and convey to the Buyer a temporary easement for the construction and improvements of 47th Street Road Improvement Project within, upon and under the following described tract in Wichita, Sedgwick County, Kansas, to wit:

The North 5.00 feet of the South 55.00 feet of the following described tract of land: A tract of land in the SE Quarter of Section 18, Township 28 South, Range 1 East of the 6th Principle Meridian, Sedgwick County, Kansas, described as follows: Beginning at a point 681 feet West of the SE Corner of the SE Quarter of Section 18, Township 28 South, Range 1 East, thence North 639 feet; thence West 340.5 feet; thence South 639 feet; thence East 340.5 feet to the place of beginning subject to Road Right-of-Way of Record. Containing 1,702.0 square feet, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above-described tracts the sum of Four Thousand Three Hundred Dollars and no/100 (\$4,300) in the manner following, to-wit: cash at closing.
3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before July 23, 2010.

6. The Seller further agrees to convey the above-described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

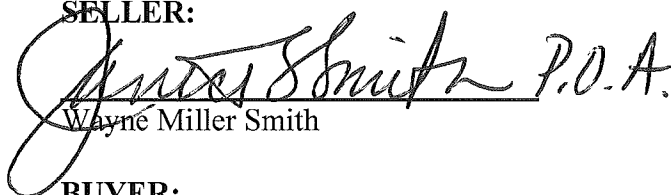
9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Wayne Miller Smith

BUYER:

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

EXHIBIT LEGAL DESCRIPTION:

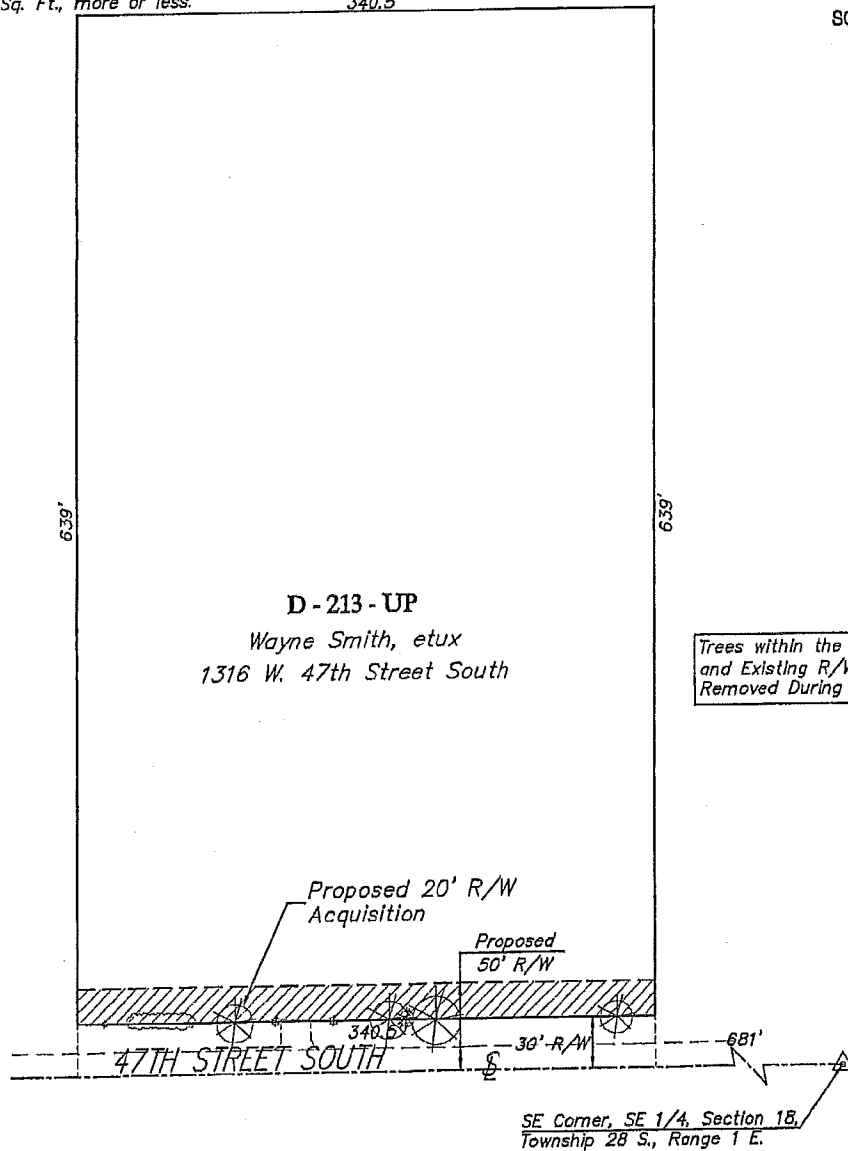
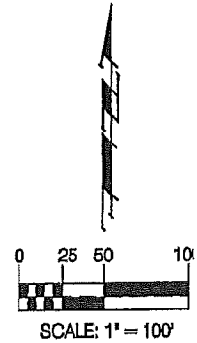
A Proposed 20.00' Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas,
Described as Follows:

The North 20.00 feet of the South 50.00 feet of the following described tract of
land:

A tract of land in the SE Quarter of Section 18, Township 28 South, Range 1 East
of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a
point 681 feet West of the SE Corner of the SE Quarter of Section 18, Township 28
South, Range 1 East, thence North 639 feet; thence West 340.5 feet; thence
South 639 feet; thence East 340.5 feet to place of beginning subject to Road Right
of Way of Record.

Containing 6,807.9 Sq. Ft., more or less.

340.5'



Trees within the Proposed R/W
and Existing R/W Shall be
Removed During Construction.

DATE: 5/20/08



Project Number 05-10-E397

F:\eng\47th St South\Exhibits\Smith.dwg

EXHIBIT

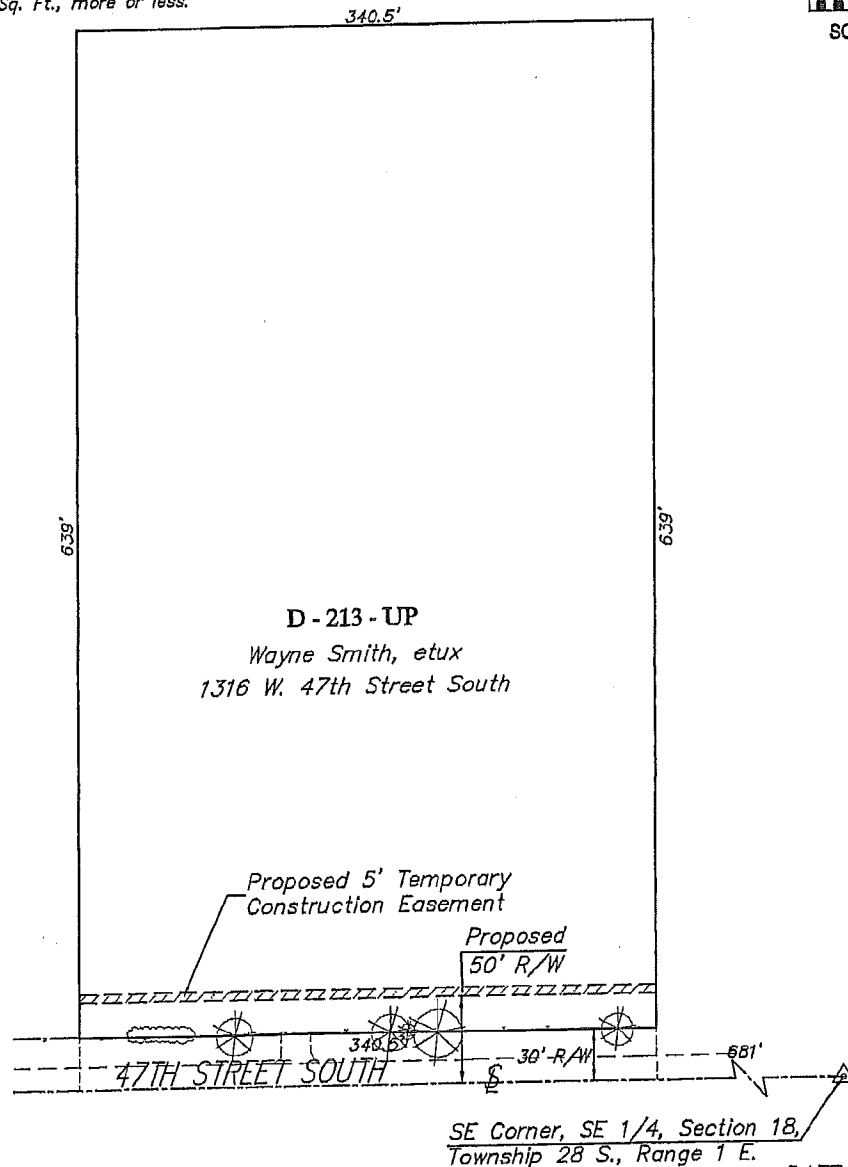
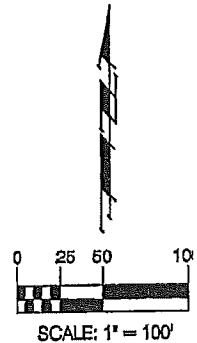
LEGAL DESCRIPTION:

A 5.00' Temporary Construction Easement in Wichita, Sedgwick County, Kansas,
Described as Follows:

The North 55.00 feet of the South 55.00 feet of the following described tract of land:

A tract of land in the SE Quarter of Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point 681 feet West of the SE Corner of the SE Quarter of Section 18, Township 28 South, Range 1 East, thence North 639 feet; thence West 340.5 feet; thence South 639 feet; thence East 340.5 feet to place of beginning subject to Road Right of Way of Record.

Containing 1,702.0 Sq. Ft., more or less.



Project Number 05-10-E397

F:eng/47th St South/Exhibits/Smith-Temp.dwg

Baughman Company, P.A.
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE



1316 W 47TH ST S

D213UP

- Selected Features
- Property Parcels
- Roads
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

Agenda Item No. XII-12

**City of Wichita
City Council Meeting**

July 13, 2010

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
District I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On June 7, 2010, the Board of Code Standards and Appeals conducted hearings on the five (5) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<u>Property Address</u>	<u>Council District</u>
a. 1328 N. Lorraine	I
b. 1220 N. Piatt	I
c. 1036 N. Poplar	I
d. 1508 N. Grove	I
e. 1528 N. Erie	I

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule a public hearing before the City Council on September 14, 2010 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

Published in the Wichita Eagle on July 16 and July 23, 2010

RESOLUTION NO. 10-181

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 26 AND 28, ON LORRAINE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1328 N. LORRAINE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 13th day of July 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 14th day of September 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 26 AND 28, ON LORRAINE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1328 N. LORRAINE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 27 x 26 feet in size. Vacant for at least 4 years, this structure has been damaged by fire. It has missing and fire damaged siding; deteriorated front and rear porches; and the wood trim and framing members are rotted and fire damaged.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 13th day of July 2010.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Published in the Wichita Eagle on July 16 and July 23, 2010

RESOLUTION NO. 10-182

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 79, 81 AND 83, ON GUY, NOW PLATT AVENUE, ELEVENTH STREET ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1220 N. PIATT MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 13th day of July 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 14th day of September 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 79, 81 AND 83, ON GUY, NOW PLATT AVENUE, ELEVENTH STREET ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1220 N. PIATT, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 33 x 31 feet in size. Vacant and open, this structure has a cracking concrete block foundation; rotted and missing hardyboard siding; sagging composition roof with holes and missing shingles; deteriorated front and rear porches; and the wood trim and framing members are rotted and missing.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 13th day of July 2010.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Published in the Wichita Eagle on July 16 and July 23, 2010

RESOLUTION NO. 10-183

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 33 AND 35, BLOCK 2, ESTERBROOK PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1036 N. POPLAR MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 13th day of July 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 14th day of September 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 33 AND 35, BLOCK 2, ESTERBROOK PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1036 N. POPLAR, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 25 x 42 feet in size. Vacant for at least 10 years, this structure has shifting and cracking concrete block basement walls; damaged steel siding; deteriorated front and rear porches; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 13th day of July 2010.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Published in the Wichita Eagle on July 16 and July 23, 2010

RESOLUTION NO. 10-184

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 5, MCCOOL & LAMBE'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1508 N. GROVE (REAR STRUCTURE DETACHED GARAGE) MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 13th day of July 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 14th day of September 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 5, MCCOOL & LAMBE'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1508 N. GROVE (rear structure detached garage), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two story frame dwelling about 24 x 24 feet in size. Vacant for at least 2 1/2 years, this structure has been damaged by fire. It has fire damaged wood siding; badly worn composition roof, with fire damage and missing shingles; and the second floor porch is fire damaged.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 13th day of July 2010.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Published in the Wichita Eagle on July 16 and July 23, 2010

RESOLUTION NO. 10-185

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 70 AND 72, MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION, SEDGWICK COUNTY, KANSAS KNOWN AS 1528 N. ERIE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 13th day of July 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 14th day of September 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 70 AND 72, MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION, SEDGWICK COUNTY, KANSAS, known as: 1528 N. ERIE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 38 x 23 feet in size. Vacant for at least 3 years, this structure has a cracking concrete block foundation, with missing blocks; rotted and missing wood siding; deteriorated rear porch, and the wood trim and framing members are rotted and missing.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 13th day of July 2010.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1328 N. LORRAINE** and legally described as: **LOTS 26 AND 28, ON LORRAINE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS,** is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 14, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)

) ss:

SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 27 x 26 feet in size. Vacant for at least 4 years, this structure has been damaged by fire. It has missing and fire damaged siding; deteriorated front and rear porches; and the wood trim and framing members are rotted and fire damaged.

(b) Street Address: 1328 N. LORRAINE

(c) Owners:
Sheila R. Honeycutt
1911 N. Piatt
Wichita, KS 67214

James C. Honeycutt
2612 E. Harry
Wichita, KS 67211

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

Beneficial Mortgage Company of Kansas
c/o Singer Tarpley & Jones P.A.
10484 Marty
Overland Park, KS 66212

State of Kansas
Revenue Dept Tax Liens
915 SW Harrison
Topeka, KS 66612

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: June 24, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1328 N. LORRAINE

LEGAL DESCRIPTION: LOTS 26 AND 28, ON LORRAINE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 27 x 26 feet in size. Vacant for at least 4 years, this structure has been damaged by fire. It has missing and fire damaged siding; deteriorated front and rear porches; and the wood trim and framing members are rotted and fire damaged.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 26 AND 28, ON LORRAINE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS** KNOWN AS **1328 N. LORRAINE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of July 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **14th day of September 2010**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 26 AND 28, ON LORRAINE AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1328 N. LORRAINE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 27 x 26 feet in size. Vacant for at least 4 years, this structure has been damaged by fire. It has missing and fire damaged siding; deteriorated front and rear porches; and the wood trim and framing members are rotted and fire damaged.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of July 2010**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1220 N. PIATT** and legally described as: **LOTS 79, 81 AND 83, ON GUY, NOW PLATT AVENUE, ELEVENTH STREET ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 14, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 33 x 31 feet in size. Vacant and open, this structure has a cracking concrete block foundation; rotted and missing hardyboard siding; sagging composition roof with holes and missing shingles; deteriorated front and rear porches; and the wood trim and framing members are rotted and missing.

(b) Street Address: 1220 N. PIATT

(c) Owners:
Millie McGill & Jacqueline F. Spencer
1155 N. Cleveland
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

Clarence L. Fuller & Juanita Fuller
POST ON PROPERTY

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: June 24, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1220 N. PIATT

LEGAL DESCRIPTION: LOTS 79, 81 AND 83, ON GUY, NOW PLATT AVENUE, ELEVENTH STREET ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 33 x 31 feet in size. Vacant and open, this structure has a cracking concrete block foundation; rotted and missing hardyboard siding; sagging composition roof with holes and missing shingles; deteriorated front and rear porches; and the wood trim and framing members are rotted and missing.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 79, 81 AND 83, ON GUY, NOW PLATT AVENUE, ELEVENTH STREET ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1220 N. PIATT** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of July 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **14th day of September 2010**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 79, 81 AND 83, ON GUY, NOW PLATT AVENUE, ELEVENTH STREET ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1220 N. PIATT**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 33 x 31 feet in size. Vacant and open, this structure has a cracking concrete block foundation; rotted and missing hardyboard siding; sagging composition roof with holes and missing shingles; deteriorated front and rear porches; and the wood trim and framing members are rotted and missing.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of July 2010**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1036 N. POPLAR** and legally described as: **LOTS 33 AND 35, BLOCK 2, ESTERBROOK PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 14, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 25 x 42 feet in size. Vacant for at least 10 years, this structure has shifting and cracking concrete block basement walls; damaged steel siding; deteriorated front and rear porches; and the wood trim and framing members are rotted.

(b) Street Address: 1036 N. POPLAR

(c) Owners:
Wilhelmena Walker
c/o Rhoda J. Walker
PO Box 4192
Topeka, KS 66604

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: June 24, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1036 N. POPLAR

LEGAL DESCRIPTION: LOTS 33 AND 35, BLOCK 2, ESTERBROOK PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 25 x 42 feet in size. Vacant for at least 10 years, this structure has shifting and cracking concrete block basement walls; damaged steel siding; deteriorated front and rear porches; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

_____**PUBLISHED IN THE WICHITA EAGLE ON**_____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 33 AND 35, BLOCK 2, ESTERBROOK PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1036 N. POPLAR** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of July 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **14th day of September 2010**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 33 AND 35, BLOCK 2, ESTERBROOK PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: 1036 N. POPLAR, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 25 x 42 feet in size. Vacant for at least 10 years, this structure has shifting and cracking concrete block basement walls; damaged steel siding; deteriorated front and rear porches; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of July 2010**.

Carl Brewer, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1508 N. GROVE (REAR STRUCTURE DETACHED GARAGE)** and legally described as: **LOT 5, MCCOOL & LAMBE'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 14, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 24 x 24 feet in size. Vacant for at lease 2 1/2 years, this structure has been damaged by fire. It has fire damaged wood siding; badly worn composition roof, with fire damage and missing shingles; and the second floor porch is fire damaged.

(b) Street Address: 1508 N. GROVE (rear structure detached garage)

(c) Owners:
Thomas L. Seymore
1510 N. Grove
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

Geneva Edmondson
3911 W. Locust
Davenport, IA 52804-3021

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: June 24, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1508 N. GROVE (rear structure detached garage)

LEGAL DESCRIPTION: LOT 5, MCCOOL & LAMBE'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 24 x 24 feet in size. Vacant for at lease 2 1/2 years, this structure has been damaged by fire. It has fire damaged wood siding; badly worn composition roof, with fire damage and missing shingles; and the second floor porch is fire damaged.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 5, MCCOOL & LAMBE'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1508 N. GROVE (REAR STRUCTURE DETACHED GARAGE)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of July 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **14th day of September 2010**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 5, MCCOOL & LAMBE'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1508 N. GROVE (rear structure detached garage), may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two story frame dwelling about 24 x 24 feet in size. Vacant for at lease 2 1/2 years, this structure has been damaged by fire. It has fire damaged wood siding; badly worn composition roof, with fire damage and missing shingles; and the second floor porch is fire damaged.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of July 2010**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 3

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1528 N. ERIE** and legally described as: **LOTS 70 AND 72, MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **September 14, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 38 x 23 feet in size. Vacant for at least 3 years, this structure has a cracking concrete block foundation, with missing blocks; rotted and missing wood siding; deteriorated rear porch, and the wood trim and framing members are rotted and missing.

(b) Street Address: 1528 N. ERIE

(c) Owners:
Betty Lessard
8517 E. Steeplechase
Wichita, KS 67206

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: June 24, 2010

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1528 N. ERIE

LEGAL DESCRIPTION: LOTS 70 AND 72, MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38 x 23 feet in size. Vacant for at least 3 years, this structure has a cracking concrete block foundation, with missing blocks; rotted and missing wood siding; deteriorated rear porch, and the wood trim and framing members are rotted and missing.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 70 AND 72, MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION, SEDGWICK COUNTY, KANSAS KNOWN AS 1528 N. ERIE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **13th day of July 2010**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **14th day of September 2010**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 70 AND 72, MT VERNON, NOW ERIE AVENUE, GIRARD ADDITION, SEDGWICK COUNTY, KANSAS**, known as: **1528 N. ERIE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 38 x 23 feet in size. Vacant for at least 3 years, this structure has a cracking concrete block foundation, with missing blocks; rotted and missing wood siding; deteriorated rear porch, and the wood trim and framing members are rotted and missing.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **13th day of July 2010**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

**City of Wichita
City Council Meeting
July 13, 2010**

TO: Mayor and City Council Members
SUBJECT: ASR Project Financing
INITIATED BY: Department of Finance
AGENDA: Consent

Recommendation: Adopt the resolution.

Background: On June 15, 2010, the City Council adopted rate increases for the Water Utilities and approved an option to proceed with the full Phase II ASR project based on the 30 MGD system which would provide adequate water supplies (without conservation) to approximately 2045. Conservation efforts could extend the supply past 2050. The option approved by the City Council assumes a combination of general obligation and/or revenue bond financing for funding Phase II of the ASR project.

Analysis: A resolution has been prepared to establish the advisability of the ASR project and authorize the issuance of general obligation bonds under K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

Financial Considerations: A portion of the cost of improvements for the ASR project shall be paid by the issuance of general obligation notes/bonds in an amount not to exceed \$200,000,000, plus the cost of interest on borrowed money. Of this amount, the City plans to issue general obligation temporary notes in August 2010 in the approximate amount of \$140 million, plus financing costs.

Goal Impact: The Internal Perspective is enhanced through interim financing for this project and the Quality of Life for citizens is enhanced by providing a sufficient long-term water supply.

Legal Considerations: K.S.A. 13-1024c and Charter Ordinance 156 provides for the issuance of general obligation bonds to finance public improvements. The resolution authorizing the issuance of general obligation bonds for this project has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council adopt the resolution authorizing the issuance of general obligation bonds.

Attachments: Resolution

Published in the Wichita Eagle on July 16, 2010

RESOLUTION NO. 10-186

A RESOLUTION FINDING IT NECESSARY TO MAKE CERTAIN IMPROVEMENTS TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER UTILITIES OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE CITY OF WICHITA AT LARGE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita desires to make certain related public improvements as follows:

The construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to the City's water utilities to include, but not be limited specifically to, the Equus Beds Recharge Project, Phase II (W-549).

SECTION 2: That the cost of said improvements are authorized to be paid by the issuance of general obligation bonds by the City of Wichita at large. The total cost is estimated not to exceed \$200,000,000, plus the cost of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on July 13, 2010.

(Seal)

Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

**Senior Management Expenses
For the Month of May 2010**

Employee by Department	Purpose	Amount
07-Fire		
Ron Blackwell, Chief	Congressional Fire Services Institute, Washington D.C.	815.29
13-Public Works		
Joe Pajor, Assistant Director of Public Works	American Punlic Works Assoc. KS Chapter Spring Conference, Hays KS	364.82
Total		\$ 1,180.11

**Senior Management Expenses
For the Month of May 2010**

Employee by Department	Purpose	Amount
07-Fire		
Ron Blackwell, Chief	Congressional Fire Services Institute, Washington D.C.	815.29
13-Public Works		
Joe Pajor, Assistant Director of Public Works	American Punlic Works Assoc. KS Chapter Spring Conference, Hays KS	364.82
Total		\$ 1,180.11

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: High Intensity Drug Trafficking Area Task Force-Funding Addendum

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the Addendum to the Memorandum of Understanding.

Background: The Wichita Police Department (WPD) has participated in the Drug Enforcement Agency-High Intensity Drug Trafficking Area (HIDTA) Task Force since 2002. The mission of the Wichita High Intensity Drug Trafficking Area Task Force is to combat the manufacture and importation of methamphetamine and disrupt poly-drug trafficking organizations, thereby reducing the availability of illegal drugs and their impact in this area. The Kansas Bureau of Investigation (KBI) is the fiscal agent for grant awards to be distributed to state and local agencies participating in the Midwest High Intensity Drug Trafficking Area Task Force.

On November 3, 2009, the City Council approved a Memorandum of Understanding (MOU) between KBI and WPD for 2009 HIDTA funding in the amount of \$27,015 for overtime and related expenses incurred by personnel assigned to the task force. KBI has authorized an additional \$27,015 for 2010 funding under an addendum to the original MOU.

Analysis: The Kansas Bureau of Investigation will reimburse the City of Wichita for overtime and related expenses for personnel assigned to the task force. Currently, the Wichita Police Department has one detective assigned full-time to the High Intensity Drug Trafficking Area Task Force.

Financial Considerations: The Kansas Bureau of Investigation will reimburse the Wichita Police Department \$27,015 for overtime and related expenses incurred by the personnel assigned to the HIDTA task force. There is no local match requirement.

Goal Impact: Provide a Safe and Secure community by targeting high intensity drug trafficking areas.

Legal Considerations: The original Memorandum of Understanding has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Addendum to the 2009 Memorandum of Understanding.

Attachments: Copy of Addendum.

MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)

ADDENDUM TO MEMORANDUM OF UNDERSTANDING 2009

WICHITA DEA HIDTA TASK FORCE INITIATIVE

The Office of National Drug Control Policy (ONDCP) has awarded 2010 HIDTA funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture, sale and use of illegal drugs. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA Wichita DEA HIDTA Task Force Initiative. These funds shall be used for the purposes designated in your 2009 Memorandum of Understanding.


Acceptance of the Addendum to your 2009 MOU is acceptance of all standards and conditions of the 2009 and attached 2010 HIDTA Awards, as well as Appendix's A, C, D, E, F, G of the 2009 MOU.


Participating Agency:

Wichita Police Department

Date: January 1, 2010 through December 31, 2011

Award 2010: \$27,015.00

Date: 03-15-2010 Signature: 
Wiley Kerr, Associate Director/KBI

Date: 3-12-2010 Signature: 
Norman Williams, Chief

Award No.: G10MW0003A

**City of Wichita
City Council Meeting
July 13, 2010**

TO: Mayor and City Council

SUBJECT: Prisoner Reentry Program Memoranda of Agreement (All Districts)

INITIATED BY: Housing and Community Services and Police Departments

AGENDA: Consent

Recommendation: Approve the Memoranda of Agreement (MOA) with the Kansas Department of Corrections (KDOC) for delivery of services to offenders as they prepare for and after their release from KDOC facilities.

Background: On June 13, 2006, the City Council approved a three-year Memoranda of Agreement with the Kansas Department of Corrections to operate a Prisoner Reentry Program in Wichita. The Reentry Program provides supervision and support services to 125-150 offenders who are returning to Wichita from Kansas prisons. The original Memoranda committed financial support from the State Department of Corrections and Sedgwick County for the salaries and benefits for two City positions, and in-kind support from the City of Wichita. The City's in-kind contribution included the value of office space, miscellaneous office supplies and equipment, and staff supervision.

In 2009, the City Council approved Memoranda of Agreement with the KDOC to continue funding for one Wichita Housing Specialist and one Wichita Police Officer. Funding covered all of the Housing Specialist costs and the majority of the Wichita Police Officer's salary and benefits.

Analysis: The KDOC has agreed to enter into a new one-year MOA with the City for both positions, effective from July 1, 2010 through June 30, 2011. The Agreement with the Housing and Community Services Department will provide \$57,000 for the salary and benefits of the Housing Specialist. The Agreement with the Police Department will provide \$71,250 towards the salary and benefits of the Police Officer. Projected one-year costs for the Police Officer are approximately \$82,500, a difference of \$11,250 which will be funded through the Police Department's operating budget. Both positions are components of a comprehensive Reentry program, which also includes employment, counseling, family transition and relapse prevention.

This comprehensive approach has yielded positive outcomes. Since the program's inception in 2006, there have been 314 people participating at varying degrees. Of these participants, 230 were active participants who had continuous reentry services until the time of their release. Out of these active participants, 153 (67 percent) had not returned to prison for probation or new violations. This compares favorably with the 2005 return rate of 50 percent within the first six months of release.

Financial Considerations: The KDOC will reimburse the City of Wichita up to \$71,250 over the one year period for the Police Officer position. There will be a net General Fund cost of approximately \$11,250. Reimbursement of \$57,000 for the Housing Specialist will cover the costs of this position; there will be no General Fund impact.

Goal Impact: These Memoranda will contribute to the Safe and Secure Community goal.

Legal Considerations: The City Attorney's office has reviewed and approved the Memoranda of Agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the Memoranda of Agreement with the Kansas Department of Corrections (KDOC) for delivery of services to offenders as they prepare for and after their release from KDOC facilities.

Attachments: Memorandum of Agreement for the Housing and Community Services Department position and Memorandum of Agreement for the Police Department position.

MEMORANDUM OF AGREEMENT

This agreement is made by and between the Kansas Department of Corrections (KDOC) and the City of Wichita, Kansas (Wichita) for the delivery of services by Wichita to offenders preparing for release from prison and returning to Sedgwick County, as detailed in this agreement, related to police services provided to the offender reintegration process.

WHEREAS, the KDOC is engaged in implementing the Kansas Offender Risk Reduction and Reentry Plan (KOR3P), which includes strategies to address the sharing of information and sustained working partnerships with law enforcement related to returning offenders, see <http://www.doc.ks.gov/reentry/goals-of-kor3p>;

WHEREAS, the KDOC's risk reduction and reentry initiatives are supported by partnerships with various community organizations and agencies, including law enforcement;

WHEREAS, 1105 offenders were released from Kansas prisons to post-release supervision in Sedgwick County in fiscal year 2008; and additional offenders were released without supervision to the Wichita/Sedgwick County community;

WHEREAS community and neighborhood safety is an issue that impacts and is impacted by returning offenders, with ongoing contact by law enforcement with offenders released from prison, or their families, for a myriad of reasons; and often law enforcement and corrections having information relevant and necessary to each others' daily work and business;

WHEREAS, evidence-based practices suggest that information-sharing and close working sustained partnerships between corrections and law enforcement contributes to effective reintegration and risk reduction strategies; and increase the potential for safe reintegration of offenders into the community;

WHEREAS, the Wichita Police Department (WPD) provides police and law enforcement services in Wichita;

NOW, THEREFORE, the parties to this agreement hereby agree to the following:

1. KDOC will pay Wichita a flat sum of no more than \$71,250 for a period of 12 months, from July 1, 2009 through June 30, 2010, to be paid in increments of \$5,937.50 per month no later than the last day of each month. Wichita shall submit an invoice to KDOC no later than the 20th day of each month.

- a. In the event the position discussed below becomes vacant during the period of this agreement, Wichita shall provide coverage for the vacancy making the services available without a break in service, through a back up person, to the extent possible.
 - b. If services are not provided for any period of one day or more, Wichita shall deduct \$274 per day where coverage is not provided.
2. For the funding amounts described herein, Wichita shall provide the following:
 - a. Recruit, screen and select a qualified person to serve as an employee of the WPD to perform the duties of a Wichita Police Department Reentry Liaison (WPD Reentry Liaison) set out in the attached Job Description, **Attachment A**;
 - b. Assign this person full time to carry out the duties in the attached Job Description, Attachment A, and to provide reports regarding the work done as set out at **Attachment B**, which supplements/augments the position description;
 - c. Consult with KDOC before any final hiring decision is made, including providing necessary information for a background check to ensure the person is eligible to enter correctional facilities;
 - d. Provide training to this person, and coordinate with this person to receive necessary KDOC training for this person to be eligible to enter and work in correctional facilities; and,
 - e. Allow the WPD Reentry Liaison to be located in the parole/reentry office of the KDOC in Wichita, for immediate access to staff for daily work.
3. The WPD Reentry Liaison hired by the WPD will:
 - a. Work with KDOC staff to assist in monitoring activities of selected offenders who are reintegrating to Wichita;
 - b. Meet with offenders preparing for release from Kansas correctional facilities who are scheduled to return to Sedgwick County, working with reentry and unit team staff to coordinate preparing for and participating in these meetings;

- c. Obtain and provide information about driver's license status and pending wants, warrants or detainers, so the offender and his/her case manager (reentry, unit team, parole) can work with the offender to address and resolve these matters; and participate in the discussion and activities necessary to support resolution of these matters as appropriate;
 - d. Assist in monitoring offenders for at least six (6) months after release into the community as necessary, working with reentry and parole staff to coordinate information-sharing and making recommendations about responding to behavior as necessary and appropriate;
 - e. Serve on the community Accountability Panel in Wichita reentry/parole;
 - f. Provide training and information to WPD staff regarding risk reduction and reentry;
 - g. Facilitate information-sharing between WPD and KDOC regarding offenders in the community;
 - h. Staff cases with the Sedgwick County Reentry Program to address reintegration risk and needs; to make decisions about responding to behavior; and support progress and success by the offenders as they return to the community;
 - i. Participate in ongoing planning and development of partnerships between KDOC and WPD for information-sharing, staffing cases together, and delivering law enforcement services in the communities consistent with risk reduction and reentry practices;
 - j. Perform the duties set out in the Position Description at Attachment A;
 - k. Prepare the reports of activity and information set out at Attachment B;
 - l. Perform other duties as assigned consistent with this position.
4. Wichita agrees to partner with KDOC in seeking alternative funding to sustain the delivery of these services after the period covered by this agreement. This will include collaborating with KDOC staff and participating in any grant application, or other requests for funding.
 5. Wichita agrees to participate in data collection and evaluation with the KDOC and its researcher/evaluator for the SCRP program, the University of Kansas (KU), about the impact of the services delivered under this agreement. This will include collaborating with KDOC and KU

about how to capture data and other information, and participating in discussion and review of information to assess and analyze the data and information collected.

6. Wichita shall be responsible for all administrative and other costs associated with delivering the services outlined in this agreement, including salary, benefits, recruitment, hiring, supervision, equipment, long distance costs, training, travel, professional licensing, mileage, per diem, or any other costs incurred in delivering the services herein, from within the funds paid by KDOC. KDOC shall not be responsible for any other payment for the services beyond the \$71,250 indicated in this agreement.

- a. KDOC purchased a laptop computer work station for use by the WPD Reentry Liaison. The amount of that purchase (\$1,947.17) was deducted from the Wichita invoice following the purchase. Thus the laptop computer work station used by the WPD Reentry Liaison became and is the property of the City of Wichita. The laptop work station will be maintained by KDOC Information Technology staff and will be assigned only to the Wichita Police Department Reentry Liaison for the duration of this agreement. KDOC will transfer to the City of Wichita the laptop hardware warranty, and warranty for software originally supplied by the manufacturer that was included in the terms of the original purchase of the laptop computer by KDOC, all pursuant to an Addendum to the first Memorandum of Agreement between KDOC and Wichita for this position, which addendum was signed by KDOC on 6/4/08 and by the City of Wichita on 7/7/08.

7. The contact persons for informal resolution of questions about this agreement are:

- a. Wichita: Deputy Chief Terri S. Moses
Wichita Police Department
455 N. Main
Wichita, KS 67202
316.268.4239
tmoses@wichita.gov

- b. KDOC: Margie Phelps, Reentry Director
Kansas Department of Corrections
900 S.W. Jackson, 4th Floor
Topeka, KS 66612-1284

8. All formal contract notifications and communications, whether notices of termination or for any other purpose under this agreement, may be accomplished by use of registered mail, return receipt requested, commercial courier service, or personal delivery directed to the following designated individuals:

a. Wichita: Robert Layton, City Manager
City of Wichita, Kansas
455 N. Main Street, 13th floor
Wichita, KS 67202

With a copy to:

Gary Rebenstorf, City Attorney
City of Wichita, Kansas
455 N. Main Street
Wichita, KS 67202

b. KDOC: Secretary of Corrections
Kansas Department of Corrections
900 S.W. Jackson, 4th Floor
Topeka, Kansas 66612-1284

With a copy to:

Chief Legal Counsel
At same address as Secretary of Corrections

9. The term of this agreement shall commence on July 1, 2009, and terminate on June 30, 2020. This agreement may be terminated by either party upon a minimum of thirty (30) days written notice of such termination provided to the other party. Notice of termination shall be considered effective upon the date of receipt of notice by the other party. Wichita shall be paid for all services rendered up to and including the termination date. This agreement may be renewed by written addendum for succeeding one-year terms, subject to availability of necessary funding and mutual agreement of the parties. This agreement is subject to ongoing funding from the Kansas legislature to the KDOC to cover the costs of this position.
10. This agreement may only be amended by written addendum executed by KDOC and Wichita.

11. Nothing herein is intended to benefit any third party or to create in or confer upon any third party any rights arising from or in connection with this agreement.
12. Neither party to this agreement shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101, et seq. to any records, documents or other information -- confidential or otherwise -- regarding or relating to the execution and/or performance of this agreement.
13. The parties enter into the agreement in good faith and in the belief that this agreement, and actions pursuant to this agreement, are in accordance with appropriate State or Federal laws and regulations.
14. The provisions found in the Contractual Provisions Attachment (Form DA-146a), which is found at **Attachment C** are hereby incorporated in this agreement and made part hereof. Should any of the provisions of this agreement conflict with any provisions of the Contractual Provisions Attachment, the provisions set forth in the Contractual Provision Attachment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above:

STATE OF KANSAS

CITY OF WICHITA, KANSAS.

DEPARTMENT OF CORRECTIONS

By: _____

By: _____

Roger Werholtz, Secretary

Mayor

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM;

Gary E. Rebenstorf, Director of Law

POLICE OFFICER

DISTINGUISHING FEATURES OF WORK

This is general police work in the protection of life and/or property through enforcement of laws. Work performed involves an element of personal danger. Employees work under general supervision following a period of field training and may be assigned to work on patrol, at headquarters, on special assignments, or as plainclothes investigators. Employees are accountable to and evaluated by field commanders who review work methods and results through observation, reports, inspection, and discussion.

EXAMPLES OF WORK PERFORMED

- Patrols areas of the city on foot, horseback, or in a vehicle to preserve law and order, to prevent and discover the commission of crime, and to enforce motor vehicle and parking regulations and correct traffic hazards.
- Answers calls and complaints received by radio, telephone, or in person involving emergency, disorder, and crime.
- Interviews persons with complaints or inquiries, takes statements and tends to proper disposition of the information or directs them to proper authorities.
- Conducts preliminary investigations, gathers evidence and locates witnesses.
- Makes arrests and/or takes prisoners to jail.
- Appears in court to present evidence and/or testify as required.
- Conducts specialized investigations and raids.
- Conducts police-related community awareness and public relations work.
- May administer basic first aid.
- The examples of work performed are not intended to be all-inclusive. The City of Wichita reserves the right to assign additional duties and as needed.

REQUIREMENTS OF WORK

- Successful completion of a Police Academy Program that meets the guidelines of the Kansas Law Enforcement Training Center.
- Working knowledge of the geography of the City and the location of important buildings.
- Some knowledge of first-aid methods.
- Ability to react quickly and calmly in emergencies; to record details about names, faces, and incidents quickly, clearly, and accurately.
- Ability to accurately and effectively discharge a rifle, shotgun, and handgun with both left and right hands.
- Ability to subdue a violent and/or uncooperative person by methods requiring physical force.
- Ability to drag or carry an average adult person, about 160 pounds, a distance of fifteen to twenty feet, away from danger.
- Ability to communicate clearly and effectively, both orally and in writing.
- Ability to develop and maintain effective working relationships with associates, other employees, representatives of other organizations, and the public.
- Ability to operate an automobile.
- Possession of and ability to maintain a valid Kansas driver's license.
- An employee shall not pose a direct threat to the health or safety of other individuals in the workplace.

REQUIRED EXPERIENCE AND TRAINING

Must be at least 21 years of age and have successfully completed the Wichita Law Enforcement Training Center's courses. Must possess a valid Kansas driver's license. Offers of employment will be made contingent upon passing a pre-employment physical, which will include drug screening, and upon satisfactory evaluation of the results of a police records check. Any equivalent combination of experience and training.

Attachment B

- 1.) Offender Reentry Contact Database contained in the WPD Intranet Site
- 2.) Offender Reentry Community Participant Spreadsheet contained in the WPD Intranet Site
- 3.) Reentry Participant Release Notifications
- 4.) Reentry Participant Obligation Summaries
- 5.) WPD Monthly Activity Reports
- 6.) Daily Officer's Daily Activity Reports
- 7.) Any other documents prepared at the request of WPD, Sedgwick County Reentry, or Kansas Parole Staff.

Attachment C

State of Kansas
Department of Administration
DA-146a (Rev. 2-03)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2009.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Budget Rescission or Allotment:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. If, in the judgment of the Secretary of the state agency party, as a result of a budget rescission ordered by the Governor, or a budget allotment ordered by the Secretary of Administration, insufficient funds remain to support the function performed in this agreement and for payment of charges hereunder, State may terminate this agreement upon giving 30 days' written notice. In the event of termination due to any circumstance set forth above, Contractor shall have the right to take possession of any equipment provided State under the contract, upon the effective date of termination. State will pay to the contractor all regular contractual payments incurred up to the effective date of termination, plus contractual charges, if any, incidental to the return of any such equipment. Upon termination of the agreement by the State, title to any such equipment shall revert to the contractor upon the effective date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

MEMORANDUM OF AGREEMENT

This agreement is made by and between the Kansas Department of Corrections (KDOC) and the City of Wichita, Kansas (Wichita) for the delivery of services by Wichita to offenders preparing for release from prison and returning to Sedgwick County, who are at risk for homelessness or unstable housing, as detailed in this agreement, related to accessing housing, housing services, and rental options in Sedgwick County, for safe and affordable living arrangements, and related housing services for which said offenders are eligible.

WHEREAS, the KDOC is engaged in implementing the Kansas Offender Risk Reduction and Reentry Plan (KOR3P), which includes strategies to address the housing needs of returning offenders, see <http://www.doc.ks.gov/reentry/goals-of-kor3p>;

WHEREAS, the KDOC's risk reduction and reentry initiatives are supported by partnerships with various community organizations, including Wichita;

WHEREAS, 1105 offenders were released from Kansas prisons to post-release supervision in Sedgwick County in fiscal year 2008; and additional offenders were released without supervision to the Wichita/Sedgwick County community; of whom about one-fourth lack safe and affordable housing, and others are at-risk for unstable housing;

WHEREAS, homelessness is one of the areas of risk that increases the likelihood of an offender re-offending or returning to prison, so addressing the housing needs of returning offenders increases community safety and has the potential to reduce recidivism and returns to prison, and reduce the risk that the offender will continue to engage in criminal behavior or be non-compliant regarding post-release supervision requirements;

WHEREAS, evidence-based practices suggest that addressing the housing needs of offenders pre-release when they are preparing for return to the community as part of risk reduction and reentry planning, increases the potential for a safe and successful return, including by establishing relationships with local landlords, housing providers and housing services providers, establishing referral and placements protocols and practices, and working with the offenders to prepare them to be safe and appropriate tenants;

WHEREAS, Wichita provides housing services to persons in the Wichita community and has established relationships with various landlords, housing providers, and housing service providers;

NOW, THEREFORE, the parties to this agreement hereby agree to the following:

1. KDOC will pay Wichita a flat sum of no more than \$57,000 for a period of 12 months, from July 1, 2010 through June 30, 2011, to be paid in increments of \$4,750 per month no later than the last day of each month. Wichita shall submit an invoice to KDOC no later than the 20th day of each month.
 - a. In the event the position discussed below becomes vacant during the period of this agreement, Wichita shall provide coverage for the vacancy making the services available without a break in service, through a back up person, to the extent possible.
 - b. If services are not provided for any period of one day or more, Wichita shall deduct \$216 per day where coverage is not provided.
2. For the funding amounts described herein, Wichita shall provide the following:
 - a. Recruit, screen and select a qualified person to serve as an employee of the City of Wichita to perform the duties of a Housing Specialist set out in the attached Job Description, Attachment A;
 - b. Assign this person full time to carry out the duties in the attached Job Description, Attachment A, and to deliver the services as described in the Housing Specialist document at Attachment B, which supplements/augments the position description;
 - c. Consult with KDOC before any final hiring decision is made, including providing necessary information for a background check to ensure the person is eligible to enter correctional facilities;
 - d. Provide training to this person, and coordinate with this person to receive necessary KDOC training for this person to be eligible to enter and work in correctional facilities; and,
 - e. Allow the Housing Specialist to be located in the parole/reentry office of the KDOC in Wichita, for immediate access to staff for daily work.
3. The Housing Specialist hired by the City of Wichita will:

- a. Work with KDOC staff to establish necessary procedures, protocols and policies for these persons to serve KDOC offenders, including a referral form for referring specific offenders scheduled for release and return to Wichita/Sedgwick County;
 - b. Provide services to offenders preparing for release who are scheduled to return to Sedgwick County, working with risk reduction and reentry and unit team staff to coordinate provision of these services;
 - c. Provide services to offenders already in the community under post-release or conditional release supervision as necessary, working with reentry, risk reduction and parole staff to coordinate provisions of these services;
 - d. Participate in ongoing planning and development of partnerships between KDOC and Wichita for delivery of the type of housing services which are the subject of this agreement, to offenders releasing throughout the state, so that what is learned through the work done under this Memorandum of Agreement can be exported to and benefit other facilities and communities.
4. Wichita agrees to partner with KDOC in seeking alternative funding to sustain the delivery of these services after the period covered by this agreement. This will include collaborating with KDOC staff and participating in any grant application, or other requests for funding.
5. Wichita agrees to participate in data collection and evaluation with the KDOC and its researcher/evaluator for the SCRP program, the University of Kansas (KU), about the impact of the services delivered under this agreement. This will include collaborating with KDOC and KU about how to capture data and other information, and participating in discussion and review of information to assess and analyze the data and information collected.
6. Wichita shall be responsible for all administrative and other costs associated with delivering the services outlined in this agreement, including salary, benefits, recruitment, hiring, supervision, equipment, long distance costs, training, travel, professional licensing, mileage, per diem, or any other costs incurred in delivering the services herein, from within the funds paid by KDOC.

KDOC shall not be responsible for any other payment for the services beyond the \$57,000 indicated in this agreement.

7. The contact persons for informal resolution of questions about this agreement are:

a. Wichita: Mary K. Vaughn, Director
Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, KS 67203
mkvaughn@wichita.gov

b. KDOC: Margie Phelps, Reentry Director
Kansas Department of Corrections
900 S.W. Jackson, 4th Floor
Topeka, KS 66612-1284
785.368.8917
margiep@doc.ks.gov

8. All formal contract notifications and communications, whether notices of termination or for any other purpose under this agreement, may be accomplished by use of registered mail, return receipt requested, commercial courier service, or personal delivery directed to the following designated individuals:

a. Wichita: Robert Layton, City Manager
City of Wichita, Kansas
455 N. Main Street, 13th floor
Wichita, KS 67202

With a copy to:

Gary Rebenstorf, City Attorney
City of Wichita, Kansas
455 N. Main Street
Wichita, KS 67202

b. KDOC: Secretary of Corrections
Kansas Department of Corrections
900 S.W. Jackson, 4th Floor
Topeka, Kansas 66612-1284

With a copy to:

Chief Legal Counsel
At same address as Secretary of Corrections

9. The term of this agreement shall commence on July 1, 2010, and terminate on June 30, 2011. This agreement may be terminated by either party upon a minimum of thirty (30) days written notice of such termination provided to the other party. Notice of termination shall be considered effective upon the date of receipt of notice by the other party. Wichita shall be paid for all services rendered up to and including the termination date. This agreement may be renewed by written addendum for succeeding one-year terms, subject to availability of necessary funding and mutual agreement of the parties. This agreement is subject to ongoing funding from the Kansas legislature to the KDOC to cover the costs of this position.
10. This agreement may only be amended by written addendum executed by KDOC and Wichita.
11. Nothing herein is intended to benefit any third party or to create in or confer upon any third party any rights arising from or in connection with this agreement.
12. Neither party to this agreement shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101, et seq. to any records, documents or other information -- confidential or otherwise -- regarding or relating to the execution and/or performance of this agreement.
13. The parties enter into the agreement in good faith and in the belief that this agreement, and actions pursuant to this agreement, are in accordance with appropriate State or Federal laws and regulations.
14. The provisions found in the Contractual Provisions Attachment (Form DA-146a), which is found at Attachment C are hereby incorporated in this agreement and made part hereof. Should any of the provisions of this agreement conflict with any provisions of the Contractual Provisions Attachment, the provisions set forth in the Contractual Provision Attachment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by
their duly authorized representatives the day and year first written above:

STATE OF KANSAS
DEPARTMENT OF CORRECTIONS

By: _____
Roger Werholtz, Secretary
Date: _____

CITY OF WICHITA, KANSAS.

By: _____
Mayor
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM;

Gary E. Rebenstorf, Director of Law

Attachment A
HOUSING SPECIALIST JOB DESCRIPTION – 119, Exempt
For Returning Offenders to Sedgwick County
Through Memorandum of Agreement with the Kansas Department of Corrections

HOUSING SPECIALIST

DISTINGUISHING FEATURES OF WORK

This is an administrative and public contact position. The employee develops housing opportunities for offenders returning to Sedgwick County and supports case management related to housing. Work is directed and reviewed through the establishment of goals and the subsequent evaluation of progress toward goal attainment.

EXAMPLES OF WORK PERFORMED

- Establishes working relationships with local housing/service providers, including participating in continuum of care and other planning efforts.
- Establishes working relationships with local landlords to develop strategies for returning offenders accessing affordable for-rent housing options.
- Works with case managers to ensure tenant-suitability with offenders who will be referred to landlords for housing.
- Works with housing/credit counseling agencies for referrals of offenders who would benefit from this counseling.
- Develops resource manual for housing options in Wichita/Sedgwick County, including population served and appropriate referral protocols for offenders.
- Makes recommendations for funding/program development, including working with Kansas Department of Corrections (KDOC) and community partners to identify grant opportunities to pursue together.
- Works with police officer liaison to address neighborhood/community issues.
- Makes presentations, responds to inquiries, and makes recommendations for policies and practices, with a view to contributing to the safety of offender placements for the neighborhood and community.
- Develops community service opportunities for offenders that support housing providers and works with KDOC case managers to connect offenders to these opportunities.
- Develops and trains correctional facility, risk reduction and reentry and parole staff regarding housing services/options in the community.
- Develops and trains community/neighborhood providers/groups regarding offenders and reentry, with focus on housing.
- Works with KDOC to provide input, recommendations, networking and planning to establish appropriate “sweat-equity” programs in Wichita/Sedgwick County whereby offenders can provide labor in exchange for housing.
- Completion of work assignments will require the operation of a vehicle.
- The examples of work performed are not intended to be all-inclusive. The City of Wichita reserves the right to assign additional duties as needed.

REQUIREMENTS OF WORK

- Considerable knowledge of research techniques and sources of information.
- Knowledge of information resources and information evaluation and reporting techniques.
- Knowledge of Kansas Residential Landlord and Tenant Act, subsidized housing regulations and local housing codes.
- Knowledge of, and ability to engage in, use of computer keyboard and video display monitor in electronic spreadsheet development, using basic mathematical and descriptive statistical operations.
- Ability to perform file maintenance tasks originating, updating and storing files in manual and electronic record keeping systems.
- Ability to develop and maintain effective working relationships with associates, representatives of other organizations and the public.
- Ability to communicate clearly and effectively, orally, in writing, and by whatever creative means is necessary to cross communication barriers.
- Ability to acquire and maintain a valid Kansas driver’s license.
- An employee shall not pose a direct threat to the health or safety of other individuals in the workplace.

REQUIRED EXPERIENCE AND TRAINING

Graduation from a four-year college with a degree in business or public administration, or a social science. Minimum of one year related work experience. Offers of employment will be made contingent upon passing a pre-employment physical, which will include drug screening, and upon satisfactory evaluation of the results of a police records check. Any equivalent combination of experience and training will be considered.

Housing Specialists

Statewide Position

- Partnerships with Public Housing Authorities ~ any visits to counties where other Housing Specialists are responsible, include them
- Partnerships with developers ~ any new units made available make Housing Specialists in that area aware and involve them in discussions about protocols for accessing
- All of Housing Specialist duties for Reno, Barton, Ellis and SE Kansas
- Point of contact for Hutchinson Correctional Facility, Norton Correctional Facility and Larned Correctional Mental Health Facility
- Make presentations at national and state conferences regarding offender housing
- Work with Housing Management Information System provider/staff to add data elements to identify criminal-justice-involved persons receiving housing services; and to generate quarterly reports of this information
- Work with Kansas Housing Resources Corporation (KHRC) staff to maintain current list of offender-available housing list in www.socialservice.com
- Provide monthly progress reports to KHRC and KDOC on each of these main areas of responsibility

Regional Housing Specialist at KHRC

- All of Housing Specialist duties for Shawnee, Saline, Douglas and Lyon counties
- Liaison to corrections for Point in Time Count and report results
- Tenant Responsibility Training development, Training-of-Trainers and quality control
- Development and refreshing of Housing Case Management Training with KDOC Lead Skills Developer; participate in training on this module as requested
- Point of contact for Topeka and Ellsworth Correctional Facility; work also in Lansing Correctional Facility
- Provide monthly progress reports to KHRC and KDOC on each of these main areas of responsibility

Wyandotte County Housing & Resource Developer

- All of Housing Specialist duties for Wyandotte and Johnson counties
- Other duties as assigned by Wyandotte County Reentry Program Director
- Point of contact for Lansing Correctional Facility

Wichita/Sedgwick County Housing Specialist

- All of Housing Specialist duties for Wichita/Sedgwick County
- Other duties as assigned by Sedgwick County Reentry Program Director and City Housing Director
- Point of contact for El Dorado Correctional Facility and Winfield Correctional Facility/Wichita Work Release Facility

Duties of Housing Specialists

- Establish protocols for case managers to receive services, including referral forms
- Make visits to prisons to work with Risk Reduction & Reentry (R3) Coordinators and other staff to identify high-risk offenders for housing instability; work on those cases with case manager
- Hold regular office hours in parole and reentry offices and transitional housing facilities to be available, by appointment, or during established hours, for case managers and offenders to access services
- Meet with landlords/property managers to advocate for more offender access to housing; follow up with referral and placement protocols if landlord/property manager is willing, and trouble shoot if relationship with corrections is having difficulties
- Participate in quarterly meetings with parole staff in assigned counties to assess housing needs and barriers
- Participate in quarterly meetings with facility R3 staff to assess housing needs and barriers at assigned facilities
- Maintain current list of housing resources in community with contact information and protocols for accessing; refresh as new resources are developed
- Identify Community or Faith Based Organizations (CFBOs) to partner with to enhance capacity of CFBO, establishing at least one new partnership per year; and working with the partner, KDOC, and other viable contributors, to increase capacity of partner to serve offenders with housing or housing services
- Participate in meetings with public housing authority staff as requested by Statewide Housing Specialist
- Participate in meetings with tax credit property managers as requested by Statewide Housing Specialist
- Participate in meetings with developers, or entities that will manage newly developer property, to ensure access by offenders to newly developed housing
- Participate in meetings of local housing groups or coalitions to advocate for development of new or access to existing housing for offenders
- Facilitate or co-facilitate Tenant Responsibility Training and Case Management Housing training in parole offices or facilities assigned
- Track data reflecting number of offenders served/cases worked; number of offenders placed through your services; landlords or property managers with whom new relationships are made including number of units made available; CFBOs with whom partnerships are established and the services accessed thereby; and otherwise as requested by KDOC
- Participate in Point in Time counts conducted by the statewide housing coalition
- Provide information for grant applications as requested regarding housing needs of offenders in counties of responsibility
- Participate in presentations at state and national conferences regarding reentry and offender housing

KDOC Support

- Respond to questions and requests for technical assistance by Housing Specialists
- Participate in Housing Task Force meetings
- Pull data from data system for baseline data on housing stability to provide to Housing Specialists; pull follow up data to determine impact
- Provide evaluation services for work of Housing Specialists through KDOC Evaluation Coordinator
- Conduct quarterly meeting with Housing Specialists
- Participate in meetings with developers when KHRC identifies an available partner as needed
- Participate in presentations as needed regarding housing offenders
- Maintain data base of participants in Tenant Responsibility training
- Provide logistics support for training of trainers for Tenant Responsibility training
- Issue certificates to offenders who complete Tenant Responsibility training

Attachment C

State of Kansas
Department of Administration
DA-146a (Rev. 2-03)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2010.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Budget Rescission or Allotment:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. If, in the judgment of the Secretary of the state agency party, as a result of a budget rescission ordered by the Governor, or a budget allotment ordered by the Secretary of Administration, insufficient funds remain to support the function performed in this agreement and for payment of charges hereunder, State may terminate this agreement upon giving 30 days' written notice. In the event of termination due to any circumstance set forth above, Contractor shall have the right to take possession of any equipment provided State under the contract, upon the effective date of termination. State will pay to the contractor all regular contractual payments incurred up to the effective date of termination, plus contractual charges, if any, incidental to the return of any such equipment. Upon termination of the agreement by the State, title to any such equipment shall revert to the contractor upon the effective date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Abatement of Dangerous & Unsafe Structures (Districts I, III and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and Building Code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Statements of Charges will be mailed to the property owners on July 23, 2010. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the February, 2010 bonds sold. The principal and interest will then be spread for one year and placed on the 2010 tax roll.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Continued revitalization of the Core Area. Dangerous building condemnation actions, including demolitions and emergency property board-ups, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The assessments are in accordance with City Code 18.16.070, 18.16.080 and 18.16.090.

Recommendations/Actions: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

Attachments: Property List – Special Assessments

<u>Property List</u>	<u>Office of Central Inspection</u>	<u>Amount</u>	<u>District #</u>
1531 N Minnesota	demolition (condemnation)	\$6,862.00	I
2110 E 13 th St	demolition (condemnation)	\$5,890.00	I
1348 N Green	demolition (condemnation)	\$883.00	I
1004 E Bayley	demolition (condemnation)	\$9,832.50	I
1202 North Minnesota	emergency board-up	\$403.26	I
1303 North Ash	emergency board-up	\$456.52	I
342 North Pennsylvania	emergency board-up	\$549.23	I
2012 N Kansas	emergency board-up	\$365.61	I
140 S Erie	emergency board-up	\$642.55	I
2117 E 9 th	emergency board-up	\$550.99	I
2709 East 24 th	emergency board-up	\$536.82	I
1626 North Piatt	emergency board-up	\$402.55	I
1012 N Indiana	emergency board-up	\$220.73	I
1209 N Jackson	emergency board-up	\$177.76	VI
2277 S Glendale	emergency board-up	\$123.55	III
433 N Grove	emergency board-up	\$144.71	I
1438 N Holyoke	emergency board-up	\$109.49	I
1727 N Lorraine	emergency board-up	\$488.41	I
815 S Terrace	emergency board-up	\$141.55	III
2632 N Madison	emergency board-up	\$567.32	I
1351 N Poplar	emergency board-up	\$400.37	I

_____ Published in the Wichita Eagle on July 23, 2010

ORDINANCE NO. 48-769

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 1110-1112 JACKSON ST. LEWELLEN'S 3RD. ADD.	177.76
LOT 41 PENNSYLVANIA AVE. MATHEWSON'S 4TH. ADD.	549.23
S 10 FT LOT 8-ALL LOT 10 VREELANDS ADD.	220.73
LOT 16 & N 8 1/3 FT LOT 17 ROACH'S SUB.	144.71
LOT 42 EXC N 15 FT - ALL LOTS 44-46-48 TILFORD NOW ASH ST. ELEVENTH ST. ADD.	456.52
PORTION RESERVE I LY E OF	403.26

MINNESOTA AVE SWAN'S ADD.	
LOTS 72-74-76 GUY NOW PIATT AVE LOGAN ADD.	402.55
LOTS 86-88 KANSAS AVE. PARKVIEW ADD.	365.61
LOTS 7-9 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	400.37
LOTS 69-71 LORRAINE AVE. WOODRIDGE PLACE ADD.	488.41
LOTS 160-162 HOLYOKE AVE. FAIRMOUNT ADD.	109.49
LOTS 38-40 SPANGENBERGER'S SUB.	642.55
LOT 3 BLOCK 2 PARKMORE ADD.	550.99
LOT 18 BLOCK 1 PURCELL'S 2ND. ADD.	141.55
LOT 2 & W 1.5 FT LOT 3 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	536.82
LOT 11 BLOCK A MC ADAM ACRES ADD.	123.55

S 3 FT LOT 4-ALL LOT 5 BLOCK 4 RIDGECREST ADD.	567.32
--	--------

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2010** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **20th day of July, 2010.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

____ Published in the Wichita Eagle on July 23, 2010

ORDINANCE NO. 48-770

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING CONDEMNATION-DEMOLITION)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 46-48 EXC PT TO STATE FOR HY WASHINGTON AVE LINCOLN ST. ADD.	9,832.50
E 50 FT LOTS 182-184-186-188 ASH ST. LOGAN ADDITION	5,890.00
LOTS 21-23 BLOCK 2 OHIO ADD.	6,862.00
LOTS 10-12 GREEN ST. FAIRMOUNT PARK ADD.	883.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set

out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2010** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **20th day of July, 2010**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: 2011 Health Insurance Premium Discount for Employees

INITIATED BY: Human Resources Department

AGENDA: Consent

Recommendation: Approve a \$10 per month premium discount for employees covered by the City's health insurance plan as an incentive to become tobacco-free.

Background: The City's Health Insurance Advisory Committee (HIAC) monitors health insurance programs for employees and recommends additions or changes to health insurance as required. The Committee includes representatives from the Fraternal Order of Police, International Association of Firefighters, Service Employees International Union, Teamsters Union, Employees Council and Management staff. The Committee has explored tobacco cessation initiatives as possible cost savings measures.

In 2010, the City began to offer Tobacco Cessation classes to employees through the City University. The City also placed Chantix, a prescription that aids in the cessation of tobacco use, on the generic \$5 co-pay rate under its prescription coverage. The contracted Wellness Coaches also work with employees individually to assist them to quit using tobacco products.

Analysis: HIAC recently surveyed cities of similar size and local employers about incentives for employees to become tobacco-free. The Committee used the USD 259, Milwaukee and Overland Park health insurance discounts as a model for a City of Wichita plan.

Discounts will be available to employees who sign an affidavit that they have been tobacco free for six months. Under the Health Insurance Portability and Accountability Act (HIPAA), those who continue to use tobacco must also be eligible for the discount. These employees will be required to prove completion of a City-approved tobacco cessation class before they can get the discount.

There will be no monitoring of employees' or dependents' tobacco use. Compliance will be based on self-reporting. The affidavit or class must be repeated each year in order for the discount to continue.

Financial Considerations: HIAC recommends a \$10 per month discount for employees, effective January 1, 2011. If all 3,090 covered employees were eligible for the discount, the cost would be \$370,800 a year, paid by the City's self-insurance fund; however, it is not possible to project the actual participation.

The health conditions that arise from the usage of tobacco products, lung cancer, chronic obstructive pulmonary disorder, throat cancer, and jaw cancer can cost \$100,000 per employee per year. The Committee will track the cost of the discount vs. cost of care for tobacco-related expenses.

Goal Impact: Internal Perspectives. This discount plan is designed to reduce and avoid costs and to increase employee motivation and satisfaction.

Legal Considerations: The Law Department has reviewed and approved the plan.

Recommendations/Actions: It is recommended that the City Council approve a \$10 per month premium discount for eligible employees.

Attachment: Revision to City's Health Insurance Summary Plan Description.

Tobacco Cessation for the 2011 SPD, Enrollment and Effective Dates, page 35 of the 2010 SPD.

Tobacco Premium Discount – To be eligible, You must:

- Sign an Affidavit swearing that you and your dependents are tobacco-free
- Or
- Provide proof of completion of an approved tobacco cessation course if You or a Dependent continue to use tobacco products.

The Tobacco Premium Discount will be a total amount of \$10.00 per month, or \$5.00 per pay period. The total amount of the discount shall not exceed \$120.00 in a one-year period.

If You or your Dependent begin using tobacco products after signing the Affidavit stating that You and your Dependent(s) are not tobacco users, You must report to HR that You are no longer qualified to receive the discount.

If You and/or your Dependent(s) quit using tobacco products in the middle of a plan year You may come to HR and sign the Affidavit, or show proof of completion of the approved tobacco cessation course, to begin receiving the discount starting the next pay period. If Your Dependent is a tobacco user then he or she will be required to complete the approved tobacco cessation course in order to receive the discount.

CITY OF WICHITA
City Council Meeting
July 13, 2010

TO: Mayor and City Council Members

SUBJECT: Dedication of a Temporary Construction Easement at 12002 Mickey for the 119th Street West from Kellogg to Maple Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the dedication.

Background: On August 4, 2009, the City Council approved funding to acquire right-of-way for a project to improve 119th Street West from Kellogg to Maple. The improvements will consist of widening the two lane road to five lanes. There will be four lanes of traffic and a center two-way turn lane. Landscaping will also be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 119th. To facilitate construction, a temporary easement is required from the parcel at 12002 Mickey. The 22,000 square foot, vacant lot is owned by the City of Wichita. The lot is maintained as open space.

Analysis: The City acquired the land at 12002 Mickey in 2000 as part of a flood remediation project funded with Federal Emergency Management Agency (FEMA) monies. The project acquired flood prone properties along Cowskin and Calfskin Creeks and removed any improvements. The easement area will be restored by the project upon completion of the road project.

Financial Considerations: There is no cost to the City.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council approve the easement and authorize the necessary signatures.

Attachments: Aerial map, tract map and temporary construction easement.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this ____ day of _____, 2010, by and between City of Wichita, Kansas, a municipal corporation, Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar and No Cents (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

The East 20 feet of Lot 3, Block 1, Mickey Addition to Sedgwick County, Kansas, containing 3,300 square feet, more or less.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

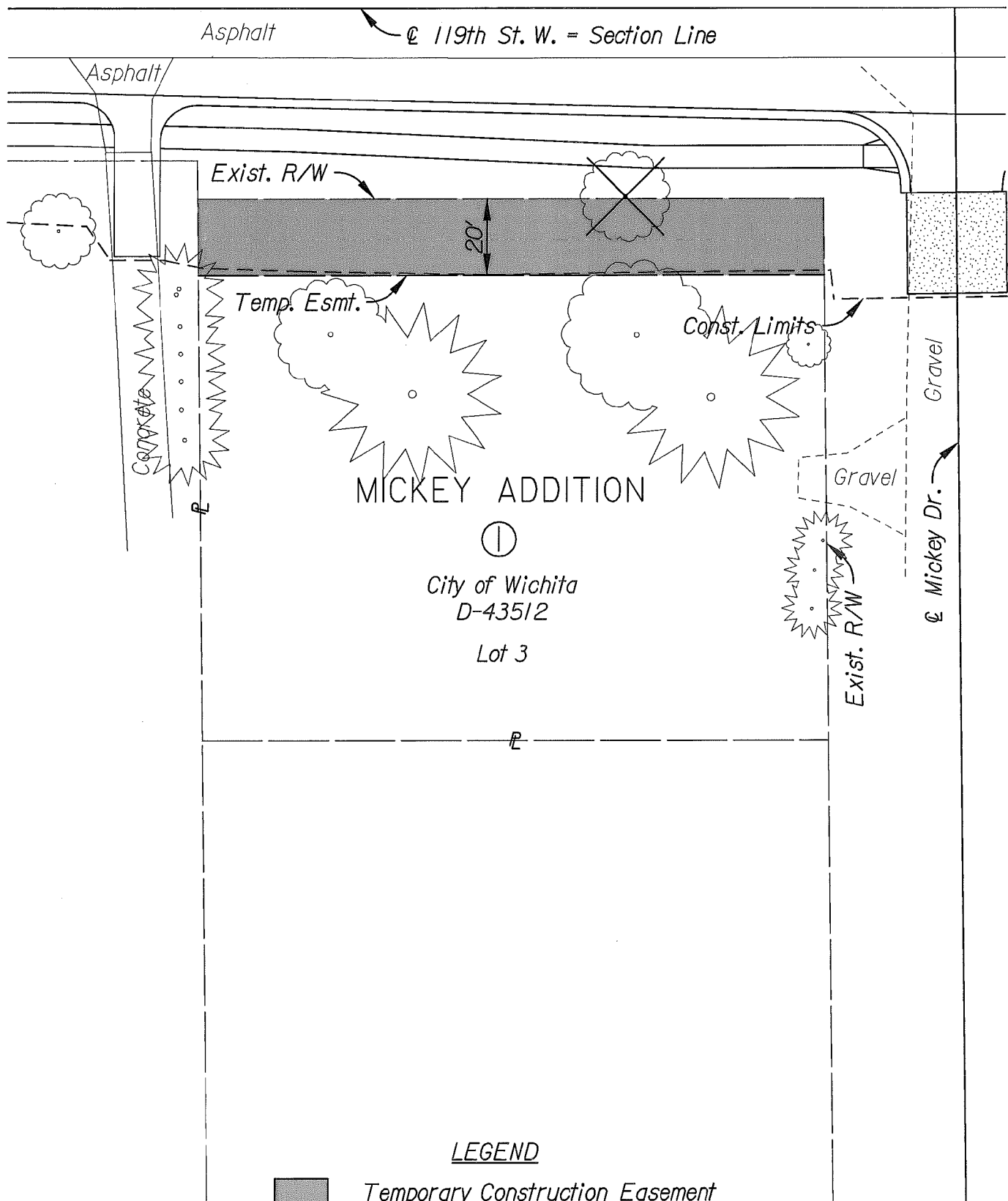
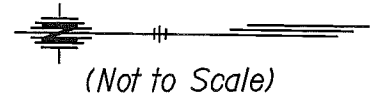
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2010 by Carl Brewer and Karen Sublett, Mayor and City Clerk of the City of Wichita, Kansas, a municipal corporation.

Notary Public

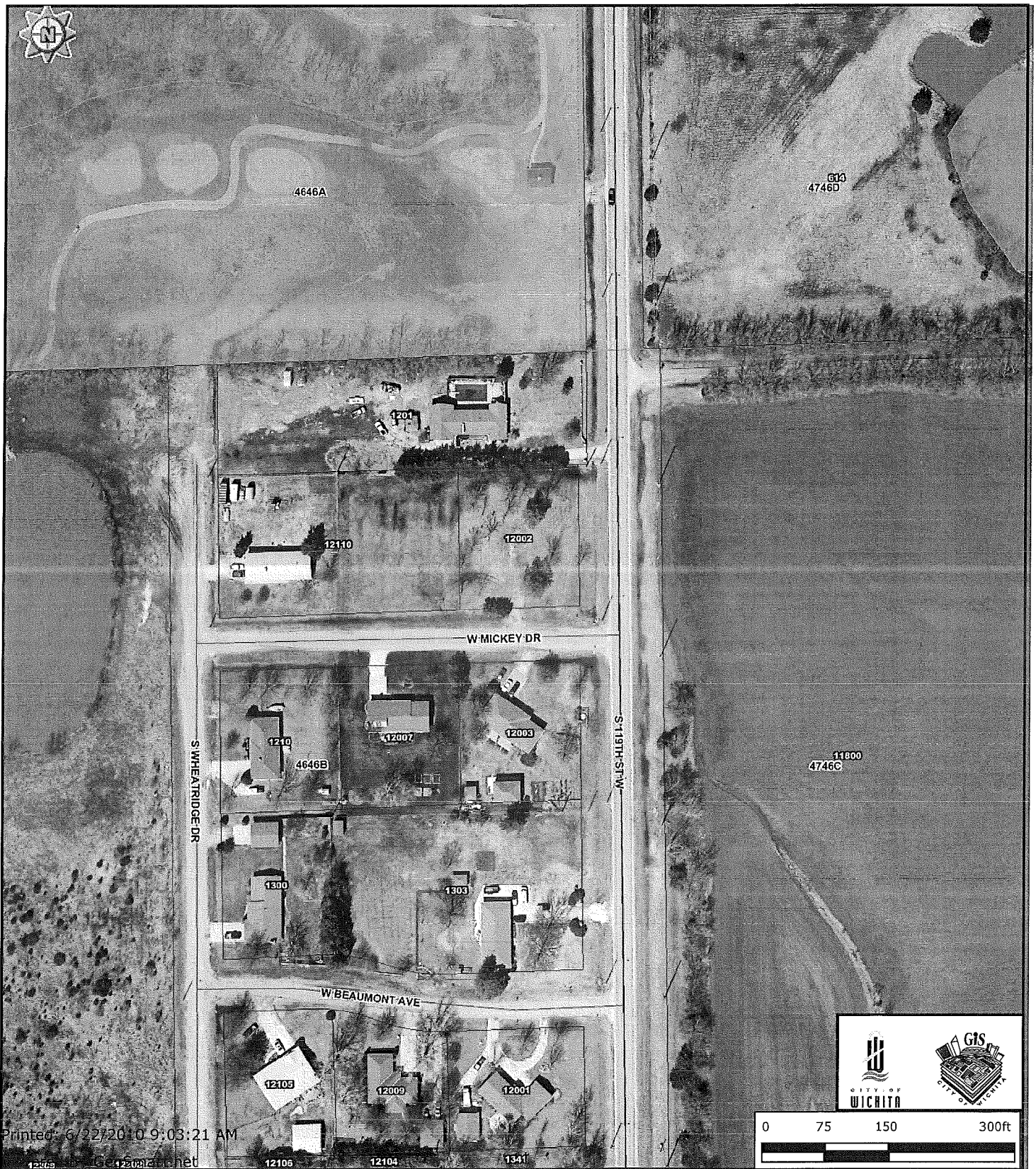
My Commission Expires: _____

TRACT MAP D-43512
TEMPORARY CONSTRUCTION EASEMENT



March 5, 2010

12002 Mickey



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Addendum to the Memorandum of Understanding between Unified School District 259 and the City of Wichita for School Resource Officers

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the Addendum to the School Resource Officers Memorandum of Understanding between the City of Wichita and USD 259.

Background: In May 1997, the City of Wichita Police Department and Unified School District (USD) 259 collaborated to implement the School Resource Officer Program, which places a Wichita Police Officer in various USD 259 middle and high schools. The School Resource Officers (SROs) serve in a variety of roles, including law enforcement officer, law-related educator, problem-solver, and community liaison. On September 1, 2009, the Wichita City Council approved a Memorandum of Understanding (MOU) between USD 259 and the City of Wichita that provided for 11 SROs in area middle and high schools.

Analysis: In the proposed Addendum to the current MOU, USD 259 and the City of Wichita have agreed to reduce the number of SROs by four to seven officers. This negotiated reduction has been driven by budget constraints for USD 259. Council approval of the proposed Addendum to the Memorandum of Understanding would ensure seven SROs to remain in designated high schools. It will also ensure the School Resource Officer Program will have the necessary shared funding by the City of Wichita and USD 259.

Financial Considerations: Under the current MOU, USD 259 will reimburse the City of Wichita for half of the total cost of the SRO program in City fiscal year 2010, and will continue to do so during each subsequent year that the proposed MOU is in effect.

Goal Impact: The School Resource Officers in USD 259 schools impacts the Wichita Police Department's goal of Safe and Secure Community by providing an enhanced police presence in and around area schools.

Legal Considerations: The Addendum to the Memorandum of Understanding has been approved as to form by Law.

Recommendations/Actions: It is recommended that the City Council approve the Addendum to the Memorandum of Understanding, and authorize the necessary signatures.

Attachments: Proposed Addendum to the Memorandum of Understanding.

ADDENDUM NO. 1 TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM NO. 1 is entered into on this ____ day of _____, 2010, by and between the City of Wichita, Kansas, a municipal corporation (the "City"), and Unified School District No. 259, a political subdivision (the "BOE").

WHEREAS, the City and the BOE entered into a Memorandum of Understanding on the 14th day of September, 2009, that address the assignment of eleven (11) school resource officer positions ("SROs") to one or more middle and/or high schools in the BOE's school system; and,

WHEREAS, the BOE in the Memorandum of Understanding agreed to pay fifty percent (50%) of the total cost of the SRO program; and,

WHEREAS, the BOE, due to loss of funding and budget cuts, desires to reduce its funding of SROs from eleven (11) to seven (7) positions,

NOW, THEREFORE, the parties agree to amend the Memorandum of Understanding as follows:

1. Assignments. The number of SRO positions assigned to serve BOE schools shall be reduced from eleven (11) to seven (7). The seven (7) SROs shall be assigned, one each, to serve the following BOE high schools: East High School, North High School, Northwest High School, South High School, Southeast High School, Heights and West High School.

2. Memorandum of Understanding Remains in Effect. The terms and conditions of the Memorandum of Understanding remain in full force and effect except as amended in this Addendum No. 1.

3. Effective Date. This Addendum No. 1 is effective July 1, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1 to Memorandum of Understanding on this ____ day of _____, 2010.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

By _____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By _____
Gary E. Rebenstorf, Director of Law and
City Attorney

UNIFIED SCHOOL DISTRICT NO. 259, SEDGWICK
COUNTY, KANSAS

By _____
Barbara Fuller, Board President

ATTEST:

By _____
Mike Willome, Clerk of the Board

APPROVED AS TO FORM:

By _____
Thomas R. Powell, General Counsel

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Cultural Facilities Enhancements - Old Cowtown Museum Site Drainage and Boardwalks Construction (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the expenditure.

Background: On November 6, 2007, the City Council approved the expenditure of \$2,000,000 from the 2007-2016 Capital Improvement Program (CIP) for improvements to the Mid-America All Indian Center, Old Cowtown Museum and the Kansas Aviation Museum. The needs at these facilities included upgrading mechanical and electrical systems, bringing the facilities into ADA and building code compliance, repairing storm water and sanitary sewer systems, replacing roofs, and more. Because the needs exceeded the available funding, Arts and Cultural Services management in consultation with Public Works staff recommended how the money would be allocated to the various facilities, based on engineering analysis and operational considerations with the intent of meeting the highest priorities.

Improvements at the Mid-America All Indian Center have been completed. Drawings and specifications for improvements at the Kansas Aviation Museum have been completed and approved by the City, but further work at this location is on hold pending funding discussions between the City and the Kansas Aviation Museum Board.

Analysis: Work is currently underway to upgrade various facilities at the Old Cowtown Museum. While some of the work is being done by outside contractors, work is being done by City staff where possible to reduce costs. Electrical upgrades were completed in March, 2010, and Heating Ventilation Air Conditioning (HVAC) improvements are currently underway. Additional work needs to be done to improve drainage and to replace the old boardwalks.

The City entered into a contract with McCluggage, Van Sickle & Perry (MVP) and Professional Engineering Consultants (PEC) on February 20, 2009, to prepare drawings and specifications for the site drainage and boardwalk design at Cowtown. These documents have been completed and approved by the City. The next step will be to bid the work and select a contractor who will complete the construction. The necessary funding for this construction was included in the Adopted 2009-2018 CIP.

Financial Considerations: This agenda item is to initiate the \$520,000 of 2009 funding designated in the 2009-2018 CIP for Cultural Facilities Enhancements. The funds will be used to establish an account for the required drainage and boardwalk construction. Staff is requesting that \$520,000 be authorized for this work.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has approved the resolution as to legal form.

Recommendation/Action: It is recommended that the City Council adopt the resolution, authorize the release of these funds and authorize the necessary signatures.

Attachments: CIP sheet and resolution.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

a

1. Prepare in triplicate
2. Send original & 2 copies to budget
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Building Services	3. Date 6/11/2010	4. Project Description & Location Cultural Facilities Enhancements Mid-America All Indian Center, Cherokee and Kansas Aviation Museums		
5. CIP Project Number PE-700360	6. Accounting Number Proj. 4-435427 CC/AL792501, 792503, 792504	7. CIP Project Date (Year) 2009-2018	8. Approved by WCC Date		
9. Estimated Start Date 2009	10. Estimated Completion Date 2011	11. Project Revised			
13. Project Cost Estimate			12A.		
ITEM	CO	SA	OTHER	TOTAL	
CONSTRUCTION		\$490,000		\$490,000	<div style="display: flex; justify-content: space-between;"> Yes No </div>
Paving					<div style="display: flex; justify-content: space-between;"> Plotting Required </div>
Bridge & Culverts					<div style="display: flex; justify-content: space-between;"> Lot Split </div>
Drainage					<div style="display: flex; justify-content: space-between;"> Petition </div>
Sanitary Sewer					<div style="display: flex; justify-content: space-between;"> Ordered by WCC </div>
Sidewalks					Remarks: THE CITY OF WICHITA IS IN THE PROCESS OF UPGRADING VARIOUS FACILITIES AT THE MID-COURT WOOD MUSEUM CAMPUS FOR ACCESSIBILITY, CODE COMPLIANCE, TO ENHANCE SAFETY, AND TO IMPROVE THE OVERALL APPEARANCE OF THE MUSEUM.
Water					
Other-DESIGN		\$40,000		\$40,000	
Totals		\$520,000		\$520,000	
Total CIP Amount Budgeted		\$2,520,000		\$2,520,000	
Total Prelim. Estimate					
13. Recommendation: APPROVE THE UTILIZATION OF THE FUNDS TO CONSTRUCT BOARDWALKS AND STORM WATER IMPROVEMENTS AND AUTHORIZE THE NECESSARY SIGNATURES					
Division Head	Department Head	Budget Officer	City Manager		
		Date	Date		

792502 Mid-America All Indian Center
792503 Cowtown Museum
792504 Kansas Aviation Museum

First Published in the Wichita Eagle on July 16, 2010

RESOLUTION NO. 10-187

A RESOLUTION AMENDING RESOLUTION NO. R-07-613 OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF MAKING IMPROVEMENTS TO THE THREE CULTURAL FACILITIES, NAMELY:-MID-AMERICA ALL INDIAN CENTER, COWTOWN MUSEUM, AND KANSAS AVIATION MUSEUM, AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY WICHITA AT LARGE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: Section 1 of Resolution No. R-07-613 of the City of Wichita, Kansas is hereby amended to read as follows:

SECTION 1. That the City of Wichita finds it necessary to make certain related improvements as follows:

“Making improvements to the three cultural facilities, namely:- Mid-America All Indian Center, Cowtown Museum and Kansas Aviation Museum”

SECTION 2: Section 2 of Resolution No. R-07-613 is amended to read as follows:

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of the City of Wichita Charter Ordinance No. 156. The total of said improvements is estimated not to exceed \$2,520,000.00 exclusive of the costs of the borrowed money.

SECTION 3: The prior versions of Section 1 and 2 of Resolution No. 07-613 of the City of Wichita, Kansas are hereby repealed and replaced by the foregoing amended sections.

SECTION 4: That this resolution shall take effect and be force from and after its passage and publication once if the official city paper.

ADOPTED At Wichita, Kansas, this 13th day of July, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: Lawrence-Dumont Stadium Lease Agreement -Second Amendment (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the second amendment to the lease agreement.

Background: On March 18, 2008, the City Council approved a lease agreement with WB, LLC, the owners and operators of the Wichita Wingnuts professional baseball team and operator for the City owned National Baseball Congress. The first amendment to the lease agreement was approved by the City Council in January of 2009 and provided for the spreading of the first year lease payment for the National Baseball Congress into five equal payments over the second through the sixth years of the agreement.

A change in ownership occurred in 2009 and the corporate entity that owns the Wichita Wingnuts and operates the National Baseball Congress for the City is now WIB, LLC d/b/a Wichita Wingnuts.

Analysis: Under the terms of the existing lease agreement the revenue that the Wingnuts receive from a number of operations including concession sales are shared with the City once an allowance amount has been reached. The allowance amount funds the day to day maintenance of the stadium. This maintenance is performed by the Wingnuts.

During the 2009-2010 off season, the City invested \$500,000 to expand five existing concession stands. It is anticipated that these improvements may increase concession sales above those that would have otherwise been realized. Under this lease amendment, the City will receive 25% of any incremental concession stand revenues received by the Wingnuts from their concession vendor.

All other terms of the original lease agreement and the first amendment remain unchanged.

Financial Considerations: A base line of concession revenues to the Wingnuts has been set predicated on actual receipts for the 2008 and 2009 seasons of \$216,000 and \$220,000 respectively. The baseline for the 2010 season will therefore be \$224,074. This reflects the 1.852% annual adjustment to the baseline concession revenues. Any incremental revenues above this base line over the remaining term of the lease will be split with 75% being retained by the Wingnuts and 25% being remitted to the City. This incremental concession revenue splitting is in addition to and not impacted by the revenue sharing already contained in the original lease language.

Goal Impact: This amendment addresses the Quality of Life goal by ensuring that citizens receive a return on all of their quality of life investments.

Legal Considerations: The second amendment to the lease agreement has been reviewed and approved as to legal form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the second amendment to the lease agreement with WIB, LLC for Lawrence-Dumont Stadium and authorize necessary signatures.

Attachment: Second amendment to the lease agreement for Lawrence-Dumont Stadium.

Second Amendment to the Lease Agreement for Lawrence-Dumont Stadium

This second amendment to the lease agreement for Lawrence-Dumont Stadium is made and entered into this 6th Day of October, 2009. This amendment modifies the Lease Agreement for Lawrence-Dumont Stadium, herein after referred to as the Lease Agreement, which was made and entered into on March 18, 2008.

The parties acknowledge WIB, LLC a Kansas for profit limited liability company as the successor in interest to WB, LLC, the Lessee in the original lease agreement and the first amendment to that lease agreement. WIB, LLC, undertakes all duties and responsibilities of Lessee under those agreements and shall enjoy the rights and privileges granted to Lessee in those agreements.

New Paragraphs 32 through 37 inclusive shall be added to the original agreement as follows:

32. The City of Wichita will make improvements to the concession stands at Lawrence-Dumont Stadium in the estimated amount of \$520,000 and per the schematic plan for stadium improvements by SJCF dated November 2006. Said improvements are anticipated to be available on or about May 15, 2010.
33. The current concessions vendor, Game Time Food & Beverage Services, will make additional capital improvements in the form of equipment with an estimated total value installed of \$250,000. Said equipment shall remain the personal property of Game Time Food & Beverage Services, but shall remain in the stadium and maintained in good operating condition through the 2012 professional baseball season. As long as Game Time Food & Beverage Services remains the concession vendor at the Stadium, equipment shall remain in place and in good repair. Game Time Food & Beverage Services may from time to time replace such equipment as it sees fit provided that such replacement does not reduce its ability to handle and process concessions from the level realized at the time of outfitting the improved concession spaces.
34. WIB agrees that if Game Time Food & Beverage Services is replaced by any other concession vendor that either that replacement vendor or WIB will provide appropriate capital equipment as needed to properly and profitably equip the concession stand shells provided by City for the remainder of the this lease agreement.
35. These concession stand improvements are anticipated to improve concession revenues beyond what would have otherwise been realized by WIB. In consideration of these improvements, WIB will share 25% of its incremental revenues received from Game Time Food & Beverage Services and any successor concessions operator. In the event that WIB shall operate concessions themselves and not through a contract provided, this lease agreement shall be renegotiated so as to achieve the same net outcome for the City.
36. Incremental revenues shall be defined as those revenues above and beyond base concession revenues. Base concession revenues shall be calculated for the 2010 season based percentage increase of the actual revenues for concession received by WIB from Game Time for the 2008 and 2009 season. For example, if the 2009 season revenues were 15% more than the 2008 revenues, the base 2010 season revenues will be assumed to be 15% more than the 2009 if no improvements were made. For each subsequent year the same (i.e. initial) percentage increase will be applied to the prior year base number to produce the new base amount.

37. In no case will the City's share, as set out in Paragraph 35 above, of the incremental revenues, as set out in Paragraph 36 above, exceed the City's actual expenses in making the concession stand improvements, as set out in Paragraph 32 above.

All other provisions of the original Lease Agreement remain in full effect as originally set out.

This lease amendment is executed between the parties this 6th day of October, 2009 by representatives with full authority to accomplish the same, effective as of the first date written above.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Robert Layton, City Manager

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

WIB, LLC

By _____
Josh Robertson, President/General Manager

**City of Wichita
City Council Meeting
July 13, 2010**

TO: Mayor and City Council

SUBJECT: Second Program Year Action Plan – 2009-2013 Consolidated Plan
Public Services Contracts

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Community Development Block Grant-funded contracts for Women’s Services, Summer Youth Employment and Youth Recreation and Enrichment, approve the Emergency Shelter Grant-funded contracts, and authorize the necessary signatures.

Background: On January 12, 2010, the City Council approved allocations for Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Shelter Grant (ESG) programs, including CDBG allocations in the Public Services category for Women’s Services, Youth Recreation and Enrichment and Summer Youth Employment. On April 1, 2010, the U.S. Department of Housing and Urban Development (HUD) announced final allocations for CDBG, HOME and ESG.

Analysis: On May 5, 2010 the City Council approved the final recommendations for funding the Second Program Year Action Plan. Included in that recommendation are the following allocations for CDBG-funded Public Services activities:

Women’s Services	2009-2010 Funding	2010-2011 Request	2010-2011 Recommendation
Catholic Charities	\$118,375	\$123,321	\$123,321
YWCA	\$150,658	\$157,870	\$145,712

Summer Youth Employment	2009-2010 Funding	2010-2011 Request	2010-2011 Recommendation
YMCA	\$94,217	\$163,186	\$109,186*
Saint Mark United Methodist Church	NA	\$162,781.34	\$104,000

*This amount reflects funding from the 2010-2011 CDBG allocation only. The YMCA will also receive \$54,000 from prior year unexpended summer youth employment funds. Their total allocation will be \$163,186 (109,186 from 2010-2011 funding and \$54,000 from prior year funding).

Youth Recreation and Enrichment	2009-2010 Funding	2010-2011 Request	2010-2011 Recommendation
Big Brothers, Big Sisters (LAW Camp)	\$8,000	\$8,000	\$8,000
YMCA	\$74,000	\$100,000	\$92,000

On May 5, 2010, the Council also approved the following allocations for ESG-funded activities:

Agency	Essential Services	Operations	Administration	Total
Anthony Family Shelter	\$6,277	\$23,491		29,768
Harbor House		\$10,678		\$10,678
Inter-Faith Inn		\$23,410		\$23,410
Ti'Wiconi Safe Haven	\$1,046			\$1,046
Salvation Army		\$19,552		\$19,552
United Methodist Open Door	\$30,256			\$30,256
YWCA		\$4,293		\$4,293
City of Wichita				\$6,130
Maximum/Category	\$37,579 (30%)		\$6,130	\$125,133

Financial Considerations: All recommendations are based on the final allocations received from HUD, and submitted to HUD for approval in the Second Program Year Action Plan. No City general funds are included in this action.

Goal Impact: The HUD Consolidated Plan Process supports the Dynamic Core Area and Vibrant Neighborhoods, Economic Vitality and Affordable Living and Quality of Life goals.

Legal Considerations: All proposed Council actions and program activities are consistent with HUD regulations and requirements. Contracts have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Community Development Block Grant-funded contracts for Women's Services, Summer Youth Employment and Youth Recreation and Enrichment, approve the Emergency Shelter Grant-funded contracts, and authorize the necessary signatures.

Attachments: Contract documents.

City of Wichita
City Council Meeting
July 13, 2010

TO: Mayor and City Council

SUBJECT: HOME Funding Allocations and CHDO Housing Development Funding Agreements (Districts I, III, IV, V, VI)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the HOME funding allocations and the agreements and authorize the necessary signatures.

Background: On May 4, 2010, the City Council approved an allocation of \$275,031.00 in HOME Program funding for housing development projects to be carried out by two of the City's designated Community Housing Development Organizations (CHDOs), as part of the 2010-2011 Consolidated Plan/One Year Action Plan funding process. The following allocations were approved for the City's CHDO set-aside funding:

- Mennonite Housing Rehabilitation Services, Inc. (MHRS); \$146,889.50
- Power CDC; \$128,141.50

The City Council also approved an allocation of \$293,926.00 for the CHDO Boarded-up House Program. This program provides a means for CHDOs to obtain zero-interest, forgivable loans to address blighted housing in the City's Local Investment Areas (LIAs). City-approved CHDOs with experience in single-family housing development are eligible for participation in the program, and may utilize the funding to acquire boarded-up or otherwise blighted structures for the purpose of rehabilitation or demolition and construction of a new home.

Staff has identified a total of \$2,121.48 in prior year HOME CHDO set-aside funding remaining from a completed CHDO development project. Since the funding is insufficient to complete an additional project, and may only be used to fund CHDO-developed projects, staff is requesting re-allocation of this funding to the 2010-2011 CHDO funding allocations, on a pro rata basis, based on the 2010 allocations, in order to supplement funding levels.

Analysis: In accordance with funding allocations previously approved by the City Council and adding the pro-ration of the increased funding, Housing and Community Services is requesting approval for the following HOME funding agreements:

- \$148,022.58 for MHRS, in order to partially finance the development of at least four new homes in the City's Local Investment Areas;
- \$129,129.90 for Power CDC to partially finance the development of at least four new homes in the City's Northeast Local Investment Area;
- \$293,926.00 for the 2010-2011 Boarded-up House Program, to partially finance the re-development of at least five new homes in the City's Local Investment Areas. MHRS, Power CDC, Community Housing Services, Inc., and Wichita Indochinese Center, Inc., will be parties to the agreement.

All homes constructed or rehabilitated with HOME funding under the aforementioned agreements will be sold to income-eligible, owner-occupant families receiving down payment and closing costs assistance through the City's HOMEownership 80 Program.

As part of this action, Housing and Community Services is also requesting an additional allocation of \$30,000 (\$14,959.19 for 2008 and \$15,040.81 for 2009) for HOME Program Administration. HOME regulations permit the retention of 10% of program income receipts for HOME administration expenses. The additional funding for HOME Program Administration is available from loan repayments previously allocated for eligible HOME projects, and is needed to ensure proper staff administration of the HOME program.

Financial Considerations: The total project cost of the two new CHDO housing development projects and the projects to be undertaken with Boarded-up House Program funding is estimated to be \$1,690,020, with HOME funding accounting for \$571,078.48 of the total costs. The HOME funding may be utilized to cover the costs involved in acquisition, rehabilitation and/or construction, site improvements, developer fees, and when necessary, demolition, for a minimum of 13 homes. Each CHDO will leverage HOME funds with private sector construction loans or other financing. CHDO's participating in the Boarded-up House Program will also leverage HOME funds with private sector construction loans.

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Considerations: All funding agreements referenced herein, have been approved as to form by the City Law Department. HOME regulations require completion of HOME-eligible projects on sites purchased with HOME funds. With the exception of the funding allocated for the Boarded-up House Program, the CHDO project funding is provided under the City's mandatory 15% set-aside for eligible CHDO's.

Recommendations/Actions: It is recommended that the City Council approve the HOME funding allocations and the agreements and authorize the necessary signatures.

Attachments: Funding agreements.

GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

Mennonite Housing Rehabilitation Services, Inc.,

and

POWER CDC, Inc.

and

Community Housing Services, Inc.

and

Wichita Indochinese Center, Inc.

COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

HOME Investment Partnerships

Program

2010 Boarded-up House Program Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No. _____

AGREEMENT

THIS CONTRACT, dated to be effective July 13, 2010, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Mennonite Housing Rehabilitation Services, Inc., Power CDC, Inc., Community Housing Services of Wichita/Sedgwick County, Inc., and Wichita Indochinese Center, Inc. (hereinafter referred to as the "Developers").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developers are desirous of participating in activities eligible under HOME, and further agree that the beneficiaries of their activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developers as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developers require the financial assistance of the City to initiate their activities; and

WHEREAS, the cooperation of the City and the Developers is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developers shall be the responsible authorities, in connection with their respective projects undertaken with the funding provided under this agreement, without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developers must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developers are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by December 31, 2012, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developers shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developers shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developers, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developers shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developers receiving funds pursuant to this contract.

B. The Developers further agree to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developers will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If a particular Developer has fifteen or more employees, that Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to

the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developers agree to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developers agree to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developers will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developers which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event a Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developers and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developers shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developers shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developers shall incorporate the foregoing requirements of this paragraph in all of their contracts, except those exempt by law, and will require all of their contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developers and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developers will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developers agree to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developers agree to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developers' compliance with The Rehabilitation Act.** Such notices shall state the Developers' obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developers shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developers, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developers, accumulatively, will not exceed \$293,926.00 as referenced in Exhibit B. Contract payments above \$293,926.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developers or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by any of the Developers, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 29, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developers agree to re-pay any HOME funds advanced under this agreement. The Developers further agree to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developers mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developers agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the

original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, an owner/developer, receiving funding under this agreement must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developers shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developers, acting herein by and through their authorized agents, hereby convey, sell, assign and transfer to the City of Wichita all right, title and interest in and to all causes of action they may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developers pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developers shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Developers are required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Developers' financial management systems shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Developers shall not be required to establish an accrual accounting system. The Developers may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
 - (3) Effective control over and accountability for all funds, property and other assets. The Developers shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
 - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
 - (5) Written procedures to minimize the time elapsing between the transfer of funds to the Developers from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developers. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."
 - (6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
 - (7) Accounting records including cost accounting records that are supported by source documentation.
- (c) Where the City guarantees or insures the repayment of money borrowed by the Developers, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.
- (d) The City may require adequate fidelity bond coverage where a certain developer lacks sufficient coverage to protect the City's interest.
- (e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developers will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developers also agree to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developers will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developers will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developers will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developers. If the contract is terminated by the City as provided herein, the Developers will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developers covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developers shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developers during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developers, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developers agree to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. The City will file a mortgage on each property upon purchase for redevelopment, and will hold said mortgage until such time as the property is re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. DISBURSEMENT OF HOME FUNDS. The Developers may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developers will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developers must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 28. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials. (24 CFR 92.251)

SECTION 29. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 30. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Mennonite Housing Rehabilitation Services, Inc.

Signature

Title of MHRS Officer

Date

Community Housing Services, Inc.

Signature

Title of CHS Officer

Date

Wichita Indochinese Center, Inc.

Signature

Title of WIC Officer

Date

Power CDC, Inc.

Signature

Title of POWER CDC Officer

Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Developers, that execution of this contract obligates the Developers to the following performance requirements.

In return for the \$293,926 remuneration stated herein, the Developers agree to undertake an affordable housing program, which will result in the acquisition of existing vacant homes located within the boundaries of any of the City's six Local Investment Areas. The existing structures acquired for redevelopment must be vacant and unoccupied for a period of at least 90 days. A minimum of five, but no more than 11 single-family homes are to be rehabilitated/constructed/developed and sold to owner-occupant homebuyers, under this agreement.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developers represent and agree that their purchase of the properties and other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Each Developer represents and agrees that it will remain the owner of the properties developed with funding provided under this agreement, until it reaches an agreement with a prospective buyer(s) of the subject property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by a Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of the assisted properties the Developers must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of 0% loans to complete projects as approved on a case-by-case basis by the Department of Housing and Community Services.

- B. The purpose of this program is to provide a means for each Developer to address boarded-up or otherwise blighted, vacant homes and non-commercial structures in residential neighborhoods, located within one of the City's Local Investment Areas. Each agency will be able to apply for 0% loans to complete projects on a case-by-case basis. Priority will be given to boarded-up homes/structures located in the immediate neighborhood within which the applicable Developer is undertaking other rehabilitation or construction projects. Consideration will also be given to homes referred by Neighborhood Associations that are identified in their annual plans as priority properties. In order to be eligible for program participation, the house or structure must be boarded-up, vacant or in an otherwise blighted condition. Properties donated or available for sale at/or below appraised value, and for which clear title can be obtained, will also be eligible. Special provisions will be made for abandoned properties for which title can be acquired.

Loans provided under this agreement will be provided on a first-come, first-served basis.

III. Administration

The President/C.E.O. of each Developer's organization will supervise operations and administration on a day-to-day basis. Each Developer's Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developers that the total HOME funds available to the Developers for this project will be \$293,926.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developers as hereinafter set out; the maximum of \$293,926.00 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to a Developer completing a project under this agreement. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of completed homes. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$293,926.00

TOTAL \$293,926.00

- C. Method of Payment: The Developers agree that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
 - 1. The City and the Developers agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developers will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developers' files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developers within three weeks of the Friday on which the draw request was received.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **Each Developer undertaking projects under this agreement will provide, for the year ending June 30 of each year, beginning June 30, 2011, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

3. Additionally, a narrative or other description of progress may be provided.
4. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

IV. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. Each Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in the Developer seeking to undertake a project under this agreement. (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. Each Developer seeking to undertake a project to be funded under this agreement, will notify the City of any properties it contracts to purchase, or intends to develop with funding provided under this agreement, in order for the City to complete the environmental reviews required under **24 CFR 92.352**, prior to closing of the purchase. Each Developer agrees to comply with all requirements imposed on a particular project/site as a result of the environmental review process.
- G. Each Developer will obtain any and all permits required by the City prior to undertaking construction.
- H. Each Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 50% of the appraised value of the home to be developed/constructed on each project site.
- I. Each Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted

project plan. This includes changes in costs, as well as changes in the project scope or plans.

- J. Each Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. Each Developer is also responsible for workers compensation insurance and general liability insurance.
 - K. Any Developer receiving funding under this agreement shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should a Developer receiving funding under this agreement discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.
 - L. A Developer carrying out activities under this agreement shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.
- V. Other Program Requirements
- A. Each Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in each Developer's office. The plan must contain specific steps and actions that each Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in each Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 3. No later than 90 days prior to engaging in marketing activities, a Developer receiving funding under this agreement should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
 4. Begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 5. Market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

Each Developer receiving funding for a project undertaken with funding provided under this agreement shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

- C. Site Improvements: The City will require each Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, sodding or seeding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- D. Warranty: Each Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Each Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

- F. Each Developer is responsible for retaining all records in connection with projects undertaken with funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- G. Each Developer shall apply for City incentives, as available, for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VI. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by any Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to that Developer on a pro rata basis with level of service. The Developers' records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$293,926.00

TOTAL

\$293,926.00

GRANT AGREEMENT
Between
THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And
Mennonite Housing Rehabilitation Services, Inc.,
A Community Housing Development Organization

HOME Investment Partnerships
Program

2010 CHDO Set-Aside Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No. _____

AGREEMENT

THIS CONTRACT, dated to be effective July 13, 2010, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Mennonite Housing Rehabilitation Services, Inc. (MHRS, a Community Housing Development Organization, hereinafter referred to as the "Developer").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.300 (CHDO Funding); and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract

amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by June 30, 2012, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee

or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u

(Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are

subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$148,022.58 as referenced in Exhibit B. Contract payments above \$148,022.58 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the

original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Developer's financial management systems shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
 - (3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
 - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
 - (5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."
 - (6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
 - (7) Accounting records including cost accounting records that are supported by source documentation.
- (c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.
- (d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.
- (e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. The City will file a mortgage on each property upon purchase for redevelopment, and will hold said mortgage until such time as the property is re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 28. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials (24 CFR 92.251), and be certified to be Energy Star compliant. (Developer to provide certification.)

SECTION 29. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 30. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Mennonite Housing Rehabilitation Services, Inc.

Signature

Title of MHRS Officer

Date

**CITY OF WICHITA, KANSAS
at the Direction of the City Council**

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer" (or MHRS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

The Developer, a Community Housing Development Organization (CHDO), is receiving this grant funding as CHDO Set-Aside Funding, under HOME regulations, as specified in 24 CFR 92.300.

In return for the \$148,022.58 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of existing vacant homes or vacant lots located within the boundaries of any of the City's six Local Investment Areas, with new single-family homes to be constructed on said sites. Existing structures acquired for redevelopment must be vacant and unoccupied for a period of at least 90 days, and must be demolished with a new single-family home to be constructed on each site. Vacant lots owned by the Developer are eligible for development with funding provided under this agreement, provided they are located within a local investment area. Vacant lots must also be re-developed with a new single family home on each site. A total of four (4) new single-family homes are to be constructed/developed and sold to eligible owner-occupant homebuyers, under this agreement.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the properties and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

24 CFR 92.352

- B. Prior to executing any contracts for sale of the assisted properties the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of 0% loans to complete projects as approved on a case-by-case basis by the Department of Housing and Community Services.

Developer shall obtain construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 50% or more of the appraised value of the home to be constructed.

III. Administration

The MHRS President/C.E.O. will supervise operations and administration on a day-to-day basis. The MHRS Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to MHRS for this project will be \$148,022.58, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$148,022.58 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of completed homes. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$148,022.58

TOTAL \$148,022.58

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and MHRS also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
 2. MHRS will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this

agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2011, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developers fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

3. Additionally, a narrative or other description of progress may be provided.
4. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

IV. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home are re-sold, as specified in this agreement.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in MHRS, Inc.. (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. The Developer will notify the City of any properties it contracts to purchase, or intends to develop with funding provided under this agreement, in order for the City to complete the environmental reviews required under **24 CFR 92.352**, as specified in Section 16 of this contract, prior to closing of the purchase. Developer agrees to comply with all requirements imposed on a particular project/site as a result of the environmental review process.
- G. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- H. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 50% of the appraised value of the home to be developed/constructed on each project site.
- I. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

- J. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.
- K. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.
- L. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

V. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
 - 1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
 4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.
- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not

limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

- G. Developer shall apply for City incentives, as available, for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VI. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

VII. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$148,022.58

TOTAL

\$148,022.58

GRANT AGREEMENT
Between
THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And
Power CDC, Inc.,
A Community Housing Development Organization

HOME Investment Partnerships
Program

2010 CHDO Set-Aside Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No. _____

AGREEMENT

THIS CONTRACT, dated to be effective July 13, 2010, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Power CDC, Inc. (Power CDC, a Community Housing Development Organization, hereinafter referred to as the "Developer").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.300 (CHDO Funding); and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by June 30, 2012, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic

opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$129,129.90 as referenced in Exhibit B. Contract payments above \$129,129.90 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation. Complete projects are defined as completed single-family homes that have been re-sold to eligible owner-occupant homebuyers.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not

anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 of the Rehabilitation Act of 1973 (Section 504) and implementing regulations (24 CFR Part 8) apply to this project. Section 504 prohibits discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Developer's financial management systems shall provide for the following:
- (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
 - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
 - (3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
 - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
 - (5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."
 - (6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
 - (7) Accounting records including cost accounting records that are supported by source documentation.
- (c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. The City will file a mortgage on each property upon purchase for redevelopment, and will hold said mortgage until such time as the property is re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 28. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials (24 CFR 92.251), and be certified to be Energy Star compliant. (Developer to provide certification.)

SECTION 29. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 30. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Power CDC, Inc.

Signature

Title of Power CDC Officer

Date

**CITY OF WICHITA, KANSAS
at the Direction of the City Council**

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Power CDC, Inc., hereinafter referred to as the "City" and "Developer" (or Power CDC) respectively, that execution of this contract obligates the Developer to the following performance requirements.

The Developer, a Community Housing Development Organization (CHDO), is receiving this grant funding as CHDO Set-Aside Funding, under HOME regulations, as specified in 24 CFR 92.300.

In return for the \$129,129.90 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the development of four (4) single-family homes on vacant lots owned by the Developer, and located within the City's Northeast Local Investment Area, specifically, on lot sites located east of Minnesota, north of 26th Street North, and West of the 2700 block of North Madison (Power CDC 3rd Addition). One single-family home is to be developed on each lot site.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the properties and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

24 CFR 92.352

- B. Prior to executing any contracts for sale of the assisted properties the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of 0% loans to complete projects as approved on a case-by-case basis by the Department of Housing and Community Services.

Developer shall obtain construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 50% or more of the appraised value of the home to be constructed.

III. Administration

The Power CDC President/C.E.O. will supervise operations and administration on a day-to-day basis. The Power CDC Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to Power CDC for this project will be \$129,129.90, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$129,129.90 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of completed homes. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$129,129.90

TOTAL \$129,129.90

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and POWER CDC also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
 2. POWER CDC will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
 3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented

draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2011, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developers fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

3. Additionally, a narrative or other description of progress may be provided.
4. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

IV. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home are re-sold, as specified in this agreement.

- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in POWER CDC, Inc.. (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. The Developer will notify the City of any properties it contracts to purchase, or intends to develop with funding provided under this agreement, in order for the City to complete the environmental reviews required under **24 CFR 92.352**, as specified in Section 16 of this contract, prior to closing of the purchase. Developer agrees to comply with all requirements imposed on a particular project/site as a result of the environmental review process.
- G. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- H. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 50% of the appraised value of the home to be developed/constructed on each project site.
- I. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- J. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.
- K. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I

environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

- L. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

V. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
 - 1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 - 2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 - 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.
- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- G. Developer shall apply for City incentives, as available, for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VI. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

VII. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee.)

\$129,129.90

TOTAL

\$129,129.90

City of Wichita
City Council Meeting
 July 13, 2010

TO: Mayor and City Council

SUBJECT: 2010 Federal Justice Assistance Grant (JAG) Memorandum of Understanding

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding between the City of Wichita and Sedgwick County.

Background: On June 15, 2010, the City Council approved a Memorandum of Understanding (MOU) between the City of Wichita Police Department and Sedgwick County Sheriff's Office for 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) funding. The aggregate total of the funding allocation was \$537,304. The MOU approved by Council indicated a distribution of 70 percent to the City of Wichita and 30 percent to Sedgwick County. Prior to the application due date of June 30, 2010, further discussions between the City and County were held and a funding distribution of 60 percent to the City of Wichita and 40 percent to Sedgwick County was agreed upon.

Analysis: The City of Wichita will receive \$322,382 and Sedgwick County will receive \$214,922 in Federal JAG funding. The Wichita Police Department will use their share of the JAG funding for Law Enforcement purposes to ensure a Safe and Secure Community.

Financial Considerations: The City of Wichita will receive \$322,382 in 2010 Justice Assistance Grant funding. There is no local match requirement.

Portable Radios	\$119,330
Rental Cars and fuel for special assignments	\$30,000
Police Equipment (including tactical vests, weapons)	\$148,052
Target System for the Range	\$25,000
Total	\$322,382

Goal Impact: Under the City of Wichita's Safe and Secure Initiative, the additional funding will help to ensure the police department can continue its emphasis on the community policing philosophy. This philosophy relies on the positive interactions between the police, other public servants and community members to serve our community's needs regarding safety, crime prevention, and crime-related quality-of-life issues.

Legal Considerations: The required Memorandum of Understanding has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council review and ratify the MOU.

Attachments: Memorandum of Understanding between the City of Wichita and Sedgwick County.

GMS APPLICATION NUMBER: 2010-H7065-KS-DJ
(Mandatory)

COUNTY CLERK
CONTRACT NO. _____

**AGREEMENT BETWEEN
THE CITY OF WICHITA, KANSAS AND COUNTY OF SEDGWICK**

2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2010, by and between The COUNTY of Sedgwick, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of Wichita, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Sedgwick County, State of Kansas, witnesseth:

WHEREAS, this Agreement is made under the authority of K.S.A. 12-2908, et seq; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to provide the CITY \$322,382.00 from the JAG award for the Public Safety Enhancement Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$322,382.00 of JAG funds.

Section 2.

CITY agrees to use \$ 322,382.00 for the Public Safety Enhancement Program until 9-30-2013.

GMS APPLICATION NUMBER: **2010-H7065-KS-DJ**
(Mandatory)

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Kansas Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

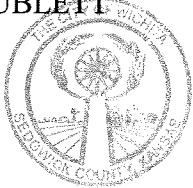
By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

GMS APPLICATION NUMBER: 2010-H7065-KS-DJ
(Mandatory)

ATTEST:

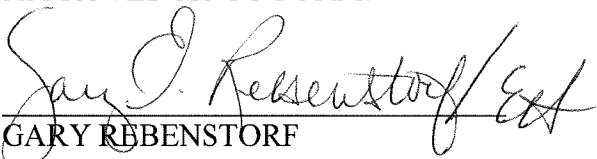
CITY OF WICHITA, KANSAS


KAREN SUBLETT
City Clerk




CARL BREWER, Mayor

APPROVED AS TO FORM:


GARY REBENSTORF
City Attorney

GMS APPLICATION NUMBER: 2010-H7065-KS-DJ
(Mandatory)

ATTEST:

SEDGWICK COUNTY, KANSAS

KELLY ARNOLD
County Clerk

KARL PETERJOHN, Chairman
County Commissioner, 3rd District

APPROVED AS TO FORM:

JENNIFER MAGAÑA
Deputy County Counselor